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The Solicitors' Journal

[Established 1857.] [Registered as a Newspaper.]

VOL. LXXIX. No. 49 [Pages 909 to 928]. **Saturday, December 7, 1935.** Published Weekly. Price One Shilling.

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The Solicitors' Journal

VOL. LXXIX. **Saturday, December 7, 1935.** No. 49

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Current Topics.

Solicitor-General for Scotland.

By the appointment of Mr. Albert Russell, K.C., as Solicitor-General for Scotland, what may be termed the legal staff of the Ministry is now complete, though it is a little unfortunate that Mr. Russell failed to secure a seat at the recent election, as his presence in the House of Commons is eminently desirable, especially on those occasions, which sometimes occur, when the Lord Advocate, the senior law officer, has to be absent in Scotland. As regards precedence at the Bar it may be of interest to point out that the position of the Solicitor-General for Scotland is not quite the same as that enjoyed by his English confrère, for, whereas here the Solicitor-General takes precedence in court immediately after the Attorney-General, in the Scottish courts the Solicitor-General ranks not immediately after the Lord Advocate, but after the Dean of Faculty, that is, the elected batonnier of the Bar. Like the Lord Advocate, the Solicitor-General enjoys, however, the privilege of sitting within the Bar at the clerks' table, on the left-hand side, while the Lord Advocate sits at the same table on the right hand. So far as the Solicitor-General is concerned, this privilege seems to have been first granted in 1725 by a warrant under the sign-manual, which, after reciting that Mr. Charles Areskine had been appointed Solicitor-General "for that part of Great Britain called Scotland, and we being pleased to show him a further mark of our royal favour, it is our will and pleasure that a seat be placed for him within the bar of your court, where and from whence he may be at liberty to plead causes in your presence; and we hereby direct you to cause such to be placed accordingly." In Scotland, it may be added, there is no "front row" in court sacred to silks as there is in our courts, hence the law officers are given the right to sit within the bar at the clerks' table, the Dean of Faculty being by ancient right entitled to sit in the centre of counsel's seat.

The Ordnance Survey.

The annual report relating to the Ordnance Survey, which has just been issued by the Stationery Office (price 2s. 6d.) refers at some length to the increasing extent to which the work of revision has fallen into arrears since 1914 owing to reduction of staff. It may be shortly recapitulated that the 1/2500 survey was begun in 1853 and completed about forty years later. Periodical revision was authorised in 1882 when the revision of each plan every twenty years was contemplated. This system, which continued in operation until the outbreak of war in 1914, was subsequently rendered impossible by reduction of staff, and it was decided, while maintaining the general rotation of counties, to confine the twenty-year period of revision to urban areas, leaving the country districts to be revised at forty-year intervals. But this is not all. The reductions of staff came at a time of far-reaching social and economic changes, each of which had a direct influence on the rate of alteration in the appearance of the countryside. The great road development following the introduction of the motor-car and the extensive housing schemes encouraged and subsidised by successive governments are cited as perhaps the most important of these changes. In any case the greater rate of change in the country should, in order to maintain the old position, have been accompanied by a proportionate reduction of the former revision period. Actually the period would necessarily have been increased by the reduction in staff, even had there been no change in the rate of alteration of the country; but, it is pointed out, the greater rate of building, by increasing the amount of revision to be done, contributed to lengthen much further the period of the revision cycle. In 1934-35 only 558 revised plans were published, so that by this time the average cycle of revision had, in fact, increased from twenty to about 100 years. Since 1928 the plans taken up for revision have been selected solely on the basis of the changes which have occurred since the last revision and, revision having necessarily been confined to those plans on which most work had to be done, the rate of revision per plan has fallen still further. An increase in staff from 1,148 to 1,347 has been authorised (apart from a further increase to deal with Middlesex), but it is intimated that some time must elapse before the effect on the 1/2500 map becomes apparent.

Administrative Boundaries.

Among the activities of the survey referred to in the foregoing report may be mentioned those of the boundary branch, which has maintained records of every legal alteration of boundaries since the original survey. Maps showing the amended boundaries are prepared from these records and furnished to other Government Departments. The labour involved in these little known activities may be gauged to some extent from the fact that there are in Great Britain some 17,000 administrative areas. This branch of the survey also undertakes the duty of scrutinising all draft proposals and charters for the alteration of administrative boundaries, and reporting thereon for the information of the Government Departments concerned. Another matter, of less direct interest to our readers, may, perhaps, be mentioned. The report refers to a new 1/500,000 aeronautical map which, it is said, will be a very considerable departure from ordinary cartographic practice. Prepared specially for use in the air, the map omits many features, such as the names of all

except the larger towns, which have hitherto appeared on all ordinary maps. The series is to consist of fifteen sheets projected so as to form a continuation of the recently published French 1/500,000 aeronautical series, from which, however, it will exhibit several differences of style. Readers must be referred to the report itself for further particulars of the activities of this department of the Ministry of Agriculture and Fisheries.

Town Planning: Advertisement Hoardings.

A QUARTERLY paper issued by the Scapa Society (The Society for Checking the Abuses of Public Advertising) draws attention to the provisions of s. 47 of the Town and Country Planning Act, 1932—a section which was the outcome of consultations between the Society, the Ministry of Health, and representative bodies interested in the trade, and which contemplates as part of a planning scheme under the Act "land protected in respect of advertisements." Mention is made of two practical difficulties which must be offset against the theoretical adequacy of these provisions. The first, it is stated, is that the Minister of Health may not agree with the planning authority's views as to the land which ought to be protected, and may whittle away its power of control in the assumed interests of trade; the second is that only a small proportion of planning schemes have been sanctioned by the Minister and are actually in force, and by far the majority are still in the preliminary stage. In the latter case, where provisions with respect to advertisements to be inserted into the scheme have not been definitely settled, the planning authority is not in a position to prohibit advertisements on the ground that they will probably contravene provisions it is proposed to insert, while the power of a local authority to refuse permission for the erection of hoardings or the display of advertisements contrary to a draft scheme containing provisions under s. 47 is, of course, subject to appeal to the Minister. Reasonable restriction of outdoor advertising in residential districts is, it is urged, a matter of such importance to the local community that planning authorities should lose no time in settling the provisions of their scheme in this respect and incorporating them in the draft scheme, the effect of which is to place upon one desiring to exhibit an advertisement on a "protected" site an obligation to apply to the authority under the Interim Development Order for permission to do so, the authority being in a position to prohibit its display subject to the right of appeal aforesaid. Advertising proclivities can also be checked by bye-laws made by local authorities under the provisions of the Advertisements Regulation Acts, 1907 and 1925, and the Ancient Monuments Consolidation and Amendment Act, 1913, but these statutes have a limited application—such as to public parks, places of natural beauty, villages, historic or public buildings, monuments, etc.—and afford little assistance in ordinary residential areas.

The Height of Buildings.

A SYMPTOM of a general tendency is, perhaps, observable in the recent announcement that the Town Planning and Building Regulation Committee of the London County Council has decided to give favourable consideration to any application which may be made for the occupation of additional stories in the case of nine buildings which have been erected in its area to a height permitting of more than two stories above the 80 feet level from the ground. It will probably be remembered that under the London Building Act, 1930, a building must not without the consent of the local authority exceed in height 80 feet, exclusive of two stories in the roof. In reference to the buildings above mentioned, it is pointed out that permission to occupy has already been accorded in two cases and the committee states that it appears reasonable therefore that similar permission should be given in the remaining cases, subject to the means of escape in case of fire being satisfactory. It is, however, clearly indicated that such permission is not to prejudice the consideration of future applications under the Building and Town Planning Acts, and our opening remark must, of course, be read in the light of this warning.

Road Safety.

RECENT figures relating to the number of persons killed and injured in road accidents in Great Britain do not make encouraging reading. The number killed during the second and third weeks of last month, which, by a coincidence, was 164 in each case, compares unfavourably with those of the corresponding weeks of last year—140 and 146 respectively—and should temper the satisfaction derivable from the definite if slight improvement exhibited in general during the preceding months. Statistics of this character—there is also a large increase in the number of injured—naturally lead the observer to question the effectiveness of recent measures directed to securing greater safety on the roads and, perhaps, to overlook what must after all be the chief factor, individual responsibility, whether of the motorist or of the pedestrian. Statements made at a recent session of the Public Works, Roads and Transport Congress, held in connection with the National "Safety First" Association, are significant in this regard. Mr. GORDON STEWART, president of the association, stated that he felt the new highway code had not fulfilled its object, for it was an appalling fact that many of the people who received the code had not even troubled to read it. Captain A. U. M. HUDSON said that road safety was the one subject which was giving the Ministry of Transport most concern, but the responsibility must rest finally with the individual. They had noticed that immediately after a broadcast or some big piece of propaganda by the Ministry the accident figures went down, but that afterwards, when people had forgotten, they went up again. This last statement appears to indicate very clearly where a good deal of the trouble lies—and, in some degree, the remedy. It is somewhat surprising at this stage to learn that during the most recent week above referred to there were no less than 324 successful prosecutions in the London district for infringement of the rules laid down in connection with pedestrian crossings. The offenders in such cases do not necessarily endanger others, nor—necessarily—do those who habitually disregard the speed limit in built-up areas, but there are others whose methods bring them within the ambit of offences known as careless, or reckless or dangerous driving, and against these a vigorous campaign should be launched. Meanwhile, the large number of cases in which the accident has, according to recent statistics, been due primarily to pedestrians should not be forgotten.

Pedestrian Guard Rails.

THE Pedestrians' Association has prepared an interesting memorandum on the proposal alluded to in this column some weeks ago to rail-off a three-mile stretch of road in East London. This scheme, it is rightly intimated, is of an entirely different character from one involving the railing-off of dangerous junctions and raises issues and creates problems which call for the most careful consideration. Doubt is expressed whether the object of the proposal is to enable traffic to proceed with greater smoothness and speed or to promote safety—aims which in the view of the association are inconsistent. As to the practical working of the scheme, two points should, it is urged, be satisfactorily cleared up. First, will it require omnibuses to pull up only at authorised stopping places where there are gaps in the railings, and will other vehicles have to wait their turn at the gaps, or are passengers to be unloaded immediately and marooned outside the railings? Secondly, what will be the position of a motorist or cyclist who desires to stop at a house or shop in the length of road affected? "Has he," it is asked, "to stop opposite the house or shop at which he wishes to call, and to climb through the railings, or to shout and gesticulate until he can attract the attention of

the frontager to come with a key and remove the railings ? " This difficulty would, it is suggested, be much simplified if the rails were constructed as to be easily lifted. In conclusion, the memorandum sets out four conditions upon which, it is advocated, the operation of the scheme should be made dependent. Crossings should, as far as possible, be controlled by lights or police and, to obviate the tendency of a pedestrian to step between the railings when he wishes to cross instead of going to a crossing point, should not be too far apart. On the other hand, there should be no legal limitation on a pedestrian's right to cross the road at any point—this is regarded as specially important as the rails will not prevent children or animals from passing underneath, and the motorist must not feel relieved of his existing obligation to keep a good look-out and have his vehicle under control—there should be a law prohibiting motorists passing stationary tramcars when passengers are boarding or alighting, and the scheme should be regarded as an experiment and its working reviewed after a definite period.

Petroleum in Great Britain.

It is interesting to note that according to a recent announcement by the Secretary for Mines, some thirty prospecting licences have been issued by the Board of Trade under the Petroleum (Production) Act, 1934, and the Petroleum (Production) Regulations, 1935. Licences granted to one company cover areas in Surrey, Sussex, Hampshire, Dorset, Wiltshire, Yorkshire, Lincolnshire, Nottinghamshire, Leicestershire, Rutland, Cambridgeshire and Norfolk, totalling nearly 5,500 square miles. Readers desiring further information may be referred to the *London Gazette* of 19th November, which indicated the situation of the various licensed areas, and to the map showing the areas which can be inspected on application to the Petroleum Department of the Mines Department. While on the subject, allusion should be made to the refusal of one rural district council to permit oil boring operations within its area on the ground that it was undesirable to allow industrialisation of a high-class residential district. A petition against the proposed works had been signed by a number of residents in the area, and the precise grounds of objection were indicated in the course of a local inquiry by the clerk to the council, who intimated that the council had no strong objection to a derrick and shed being erected for the operations provided that they were away from the road and hidden from sight, but it was with the effects that would follow if oil were found in any quantity that they were concerned. It was explained for the company that if the boring operations, which it was proposed to conduct, to a depth of 4,000 feet, if necessary, were successful, the oil would be conveyed by pipes to a suitable place and no refining works or workmen's colony would be erected at the boring site. The willingness of the council to permit development, subject to certain conditions, was indicated. The dispute is mentioned as one of a character likely to arise with some frequency under the Act.

Manorial Incidents Extinguishment.

The Ministry of Agriculture recently drew attention to the fact that the period for the voluntary extinguishment of manorial incidents is approaching and suggests that any owner of land affected who has not already agreed terms of compensation should seriously consider the advisability of entering into an agreement before the end of the present year. During the remaining weeks of 1935 manorial incidents may be extinguished on agreed terms, free from stamp duty and without the intervention of the Ministry. During a period of five years, from 1st January, 1936, either the lord or tenant may apply to the Minister to determine the amount of compensation payable which will be determined in accordance with the Copyhold Act, 1894, as modified by the Law of Property Act, 1922, and it is pointed out that the Ministry's fees and other expenses will normally fall on the landowner who will also be liable for the stamp duty on the Minister's award. If no application is made during the five year period, no compensation will be payable for extinguished manorial incidents after 31st December, 1941.

A Wrong Decision.

The Lord Chief Justice recently made strong comments on a decision of certain justices who had dismissed an information under s. 136 of the Factories and Workshops Act, 1901. The case was one in which a youth had died as a result of his clothing coming into contact with the rapidly revolving shaft of a machine which projected some 16 inches into the room in which he was working. The shaft was not covered or boxed at all, and if it had been fenced the accident could not have occurred. In spite of this, the justices held that the shaft was securely fenced within the section above mentioned. According to the report in *The Times*, Lord Hewart said that it was difficult to speak calmly of a frame of mind which could find at one and the same time, first, that the machine was fenced, secondly, that it was not fenced, and, thirdly, that it was equally safe as if it had been fenced. The present case was stated to have reached the high-water mark of contradiction of all the many cases under the Act with which the learned Lord Chief Justice had had to deal during the years in which he had sat in that court. " The waste of public time and money," it was said " caused by wrong decisions of lay justices under this section of the statute is such that the time is approaching when steps may have to be taken to see that cases of this nature are always tried by magistrates with legal training."

Recent Decisions.

In *Attorney-General* v. *Eastbourne County Borough* (*The Times*, 27th November) the court granted a declaration to the effect that a differentiation, made by the defendants in accordance with the terms of a circular issued in relation to consumers who desired an all-in tariff and used electricity for cooking and water heating, between those who used coal or coke for lighting, heating, cooking or water heating and those who used a medium other than coal, coke or electricity for those purposes, constituted a contravention of the Electricity Act, 1882, and was illegal. Liberty to apply for an injunction was also granted to the plaintiff.

In *The Tower Bridge* (*The Times*, 28th November) an award for salvage services was made in somewhat unusual circumstances, the only connection between the assisting and the salved vessels being by wireless. The latter suffered damage in an icefield. The former, which gave directions by wireless leading the salved vessel to change her course and so get clear of the icefield, herself suffered damage in proceeding to assist. The owners estimated their loss and expenditure at over £4,000 ; £1,500 was awarded to the owners and £200 and £300 to the master and crew respectively.

Section 117 (2) of the Companies Act, 1929, provides, *inter alia*, that a resolution shall be a special resolution when it has been passed by such a majority as is required for the passing of an extraordinary resolution and at a general meeting of which " *not less than twenty-one days' notice*," specifying the intention to propose the resolution as a special resolution, has been duly given. In *Re Hector Whaling Ltd.* (*The Times*, 3rd December), Bennett, J., held that the italicised words mean twenty-one clear days, exclusive of the day of service and exclusive of the day on which the meeting is held. A petition for confirmation of a reduction of capital, when the notice convening the meeting was dated 8th May, 1935, and it convened an extraordinary general meeting for 30th May, 1935, was accordingly adjourned to enable the company to call a fresh meeting, the special resolution not having been properly passed.

Liability to Pay Tram Fares.

THE Divisional Court recently determined in favour of the passenger the appeal in *London Passenger Transport Board* v. *Sumner* (79 SOL. J. 840), which was dealt with in a "Current Topic," when it was before the Chief Metropolitan Magistrate (79 SOL. J. 19). The learned magistrate refused to make a conviction under byelaw 12 of the London County Council's byelaws and regulations and held it repugnant to the general law of the land, and therefore *ultra vires*, and also unreasonable. The Divisional Court upheld this decision. The byelaw provides: "Each passenger shall, immediately upon demand or in case no demand is made, before leaving the carriage, pay to the conductor the fare legally demandable for his journey and accept a ticket therefor." The respondent had on three ocacsions travelled about 500 yards beyond her destination without paying an extra fare, although the conductor had called out, "Any more fares please?" after her destination had been passed, but on other occasions had paid the extra fare on the same journey without any demand being made.

The byelaw in question was made by the Minister of Transport on 22nd July, 1920, under s. 7 of the London County Council Tramways Act, 1896; s. 2 of the Ministry of Transport Act, 1919; and ss. 46 and 47 of the Tramways Act, 1870. The latter two sections provide that the authority may make regulations and byelaws for (*inter alia*) regulating the travelling in or upon any carriage belonging to them and for reasonable penalties to be imposed for infringement, not exceeding 40s. for each offence and 10s. for every day during which the offence continues in the case of a continuing offence.

The argument for the appellants was that the learned magistrate's decision was based on a series of cases involving the construction of railway byelaws. Section 5 (3) of the Regulation of Railways Act, 1889, however, contained the words: "with intent to avoid payment," but no such words appeared in the relevant section here. The difference between the position of a tramway company and that of a railway company was that in the latter case persons leaving the company's premises had to pass a barrier, while in the former case persons leaving a tramcar had no barrier to pass. It was, therefore, reasonable to impose on the railway company the necessity to demand the fare, but not to impose it on a tramway company. The Lord Chief Justice held, however, that he was bound by *Nimmo* v. *Lanarkshire Tramways Company*, 49 Sc. L. Rep. 549, and *Lowe* v. *Volp* [1896] 1 Q.B. 256.

The former case decided that a person could not be convicted under s. 51 of the Tramways Act, 1870 (there incorporated in a local Act), unless it were proved that he acted with fraudulent intent. That section imposes penalties on persons who "avoid or attempt to avoid payment of their fare, and who "knowingly and wilfully" proceed beyond the distance for which they have paid the fare without paying the additional fare, or who "knowingly and wilfully" refuse or neglect to quit the carriage on arriving at the point to which they have paid their fare. It was argued in *London Passenger Transport Board* v. *Sumner* that the word "avoid" merely meant "fail to pay." It is interesting therefore to note Lord Salvesen's comments on this point in *Nimmo's Case*. He said: "He was maintaining as every citizen is entitled to do, a civil right on his part, and I think it was a somewhat harsh proceeding to bring him before a court primarily of criminal jursidiction and have him convicted in the same way as if he had been travelling with intent to defraud the company . . . we cannot say that this appellant was guilty of any offence when he was simply maintaining, on reasonable grounds, his rights as a citizen, as he conceived them to be, under certain Acts of Parliament, which define the rights of the undertakers of the tramway system in question."

The byelaw in *Lowe* v. *Volp*, which was made under s. 46 of the Tramways Act, 1870, was: "Each passenger shall show his ticket (if any) when required to do so to the conductor or any duly authorised servant of the company, and shall also when required so to do either deliver up his ticket or pay the fare legally demandable for the distance travelled over by such passenger." The passenger had paid his fare but had refused to show his ticket on demand by the inspector, and he gave the inspector the number of the ticket he had received. The byelaw was held to be valid and an infringement was held to have been proved. In the course of his judgment, Kay, L.J., said, with reference to s. 51: "Now if the company were to make byelaws providing that a person who inadvertently did any of these things should be liable to a penalty, those byelaws would be clearly invalid." It is quite clear from this decision that a bye-law providing penalties for a refusal to show a ticket is reasonable, and by inference it would be unreasonable to penalise a person for not having yet obtained a ticket or for losing it, and not having money to pay for another ticket when asked. *Hanks* v. *Bridgman* [1896] 1 Q.B. 253, which was decided by the same judges a few days before *Lowe* v. *Volp*, *supra*, was, however, a case in which a passenger inadvertently lost his ticket and refused to pay his fare when it was demanded. He was held to have infringed the byelaw, as the fare was "legally demandable." But Lindley, L.J., said: "It is not found that he has no money to pay his fare over again, but when he is asked to do so he refuses. If he was unable to do so—if, for instance, he had had his pocket picked, and had lost both his ticket and his money, I should feel extremely reluctant to say that in such a case he had incurred the penalty. So, too, if he had given up his ticket to one inspector and then was unable to give it up when it was asked for a second time, I should not be inclined to hold that the byelaw had been infringed. But that is not the case here": see also *Hunt* v. *Green*, 96 L.T. 23.

In *Heap* v. *Day*, 2 T.L.R. 687, which was followed in *Lowe* v. *Volp*, *supra*, it was held that a byelaw in the same form as that in *Lowe* v. *Volp* was reasonable, because it was essential to the proper working of a tramway system that there should be a means of checking those employed upon it, which the system of tickets provided. This comes within the objects aimed at in s. 46 of the Tramways Act, 1870, giving companies power to make byelaws "for regulating the travelling in or upon any carriage belonging to them." This was stressed also in *Egginton* v. *Pearl*, 33 L.T. (N.S.) 428, where a passenger contended that the fare was not legally demandable until the end of the journey, and therefore that a byelaw requiring payment at any time during the journey was *ultra vires* and unreasonable. Denman, J., held the byelaw to be reasonable, and said: "Taking, then, an obvious view of the byelaws, and having regard to one's common knowledge, I think that a person who becomes a traveller must pay his fare to the conductor on the journey when demanded, such fare being that for the journey which he is proposing to go. I think that it would involve great delay and inconvenience if it were compulsory that all the fares should be taken at the end only of the journey."

Byelaws which aim at regulating the travelling by punishing an intention to defraud or a wilful refusal to deliver up a ticket or pay the fare legally demandable are therefore valid and reasonable. Wilful refusal without intention to defraud not infrequently occurs where a passenger has a grievance against the company or its servants. Passengers sometimes refuse to pay the extra fare demanded when carried beyond their destination owing to the conductor failing to indicate that that destination has been reached. In *Tuffley* v. *Tate*, 96 L.T. 24, the appellant remained on the car as a protest after he had passed his destination, and it was held that the appellant could be convicted, although there was no intent to defraud. Whether an offence would have been committed if the passenger had descended as soon as he discovered that he had passed his destination, has now been determined in favour of the passenger in *London Passenger Transport Board* v. *Sumner*,

Another interesting case where there was no intent to defraud was *Wilson* v. *Fearnley*, 92 L.T. 847, in which a passenger having paid his fare refused the ticket on account of one of the conditions on the back to which he objected. It fell to the ground and when asked by the inspector to produce it he pointed to it on the floor, but refused to pick it up. It was held that he had committed no offence.

Certain railway cases were referred to and distinguished by counsel for the Transport Board (*Huffam* v. *North Staffordshire Railway Co.* [1894] 2 Q.B. 821 ; *Dyson* v. *L. & N.W.R. Co.* (1881), 7 Q.B.D. 32 ; *Brown* v. *G.E.R. Co.* (1877), 2 Q.B.D. 406 ; *Dearden* v. *Townsend* (1865), L.R. 1 Q.B. 10). They were cases in which the Acts imposing penalties for travelling on railways without paying the fare contained the express words " with intent to avoid payment." Byelaws providing penalties in cases where there was no attempt to defraud were held invalid. It was argued that the words " avoid payment " in s. 51 of the Tramways Act, 1870, were colourless and merely meant " fail to pay." That there is no substantial difference between the meaning of the two sections in this respect is now clear from the authorities, and the fact, which was pointed out by counsel for the Transport Board, that persons leaving a train must pass a barrier so as to make it reasonable for railway companies to be required to demand tickets, but unreasonable for tramway companies, makes no difference. Any grievances which tramway companies may feel in the matter can now be remedied only by a decision of a superior court or by Parliament.

Company Law and Practice.

The Registered Office of a Company.

My reason for dealing in this article with a subject so ordinary as a company's registered office is a desire to refresh the memories of my readers upon, and to draw their attention to, the requirements of the 1929 Act in the matter ; and the question can, I think, best be approached by considering, first, various points as to the situation, secondly, what must be kept at the registered office, and thirdly, the position that arises where there is none, or where it is closed. That is the order in which I am going to deal with the subject.

We cannot find a better starting point than to observe that, by virtue of s. 92 (1), a company, as from the day on which it begins to carry on business or as from the twenty-eighth day after the date of its incorporation, whichever is the earlier, is to have a registered office to which all communications and notices may be addressed. That somewhat lengthy section (s. 94) is the one that contains the statutory restrictions upon the commencement of business, but here I do no more than to refer my readers to it for its details—possibly a quite gratuitous reference—since the exigencies of space forbid a close examination of it. For failure to comply with the provisions of s. 92, the company and every officer of the company who is in default is liable to a default fine (sub-s. (3)) ; that is to say, the expression " officer who is in default " means any director (i.e., any person occupying the position of director by whatever name called : s. 380), manager, secretary or other officer of the company, who knowingly and wilfully authorises or permits the default ; and the fine is one of £5 for every day during which the default continues ; s. 365. It will be remembered also that, under s. 2 (1) (*b*) the memorandum of association of every company must state whether the registered office of the company is to be situate in England or in Scotland. Notice of the situation of the registered office, and of any change therein, must be given within twenty-eight days after the date of the company's incorporation or of the change, as the case may be, to the registrar of companies, who is to record the same : s. 92 (2) ; the form of the notice of situation or of any change is given in Form No. 4 of the Board of Trade Forms, scheduled to the Companies (Forms) Order, 1929. Furthermore, by ss. 108 and 109, every company having a share capital and every company not having a share capital must, once at least in every calendar year, make a return stating (*inter alia*) the address of the registered office ; and it is expressly provided in s. 92, which I have already dealt with, that the inclusion in the last-mentioned annual return of a company of a statement as to the address of its registered office is not to be taken to satisfy the obligation, which is imposed by s. 92, to give notice of the situation and any change. The consequences of failure to comply with ss. 108 and 109 are the same as those for non-compliance with s. 92, but it should be noted that officer in default here includes any person in accordance with whose directions or instructions the directors of the company are accustomed to act : s. 110 (4) and (5) and s. 380 (2). The form of annual return (pursuant to s. 108) of a company having a share capital is set out in the Sixth Schedule to the Act, and s. 379 deals with the power of the Board of Trade to alter that schedule.

Now, to pass on to our second heading, s. 93 contains provisions which must be familiar to all my readers, namely, that every company is to paint or affix, and keep so painted or affixed, its name on the outside of every office or place in which its business is carried on, in a conspicuous position, in letters easily legible ; and failure to comply with these requirements also carries liability to a default fine. But these provisions are not applicable to an association formed not for profit and for the promotion of commerce, art, science, religion, etc., and which has been licensed by the Board of Trade to dispense with the use of the word " Limited " as part of its name : see s. 18 (3).

The register of directors and also certain books of account have to be kept at the company's registered office. As to the former, the obligation to keep the register at that particular place is imposed by s. 144, but an important extension of the meaning of the word " director " in this connection is contained in sub-s. (6), whereby, for the purposes of the section, a person in accordance with whose directions or instructions the directors of a company are accustomed to act (other than their acting on advice given by him in a professional capacity : s. 380 (2)) is to be deemed to be a director and officer of the company. The particulars of each director that are to be entered in this register are fully set out in the section, which also requires a return of the particulars and a notification of any changes to be made within the time therein mentioned. It is worth noticing also that, for at least two hours each day during business hours and subject to reasonable restrictions which the company may, by its articles or in general meeting impose, the register of directors is to be open to inspection by any member of the company without charge and of any other person on payment of a maximum sum of one shilling : sub-s. (3). Sub-sections (4) and (5) respectively deal with the imposition of a default fine for non-compliance or for a refusal of inspection, and with the power of the court to order immediate inspection in the event of such refusal. With regard to the books of account, the obligation is imposed by s. 122, sub-ss. (1) and (2), whereby " every company is to cause to be kept proper books of account with respect to (*a*) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place ; (*b*) all sales and purchases of goods by the company ; and (*c*) the assets and liabilities of the company " : sub-s. (1) ; and " the books of account shall be kept at the registered office of the company or at such other place as the Directors think fit, and shall at all times be open to inspection by the directors " : sub-s. (2). I have quoted these sub-sections for the reason that the first is reproduced verbatim, with the exception of the words " the Directors shall " for the words " the company is to " in the sub-section, in Art. 97 of Table A ; and the second in Art. 98 of that table,

with the exception of the word "always" for the words "at all times."

Lastly, there are some authorities to be considered where there is no registered office, or where it is closed or unoccupied. The decisions deal with the point mainly on the question of service upon the company of a winding-up petition, an angle from which we might also usefully consider it. I would in the first place remind my readers of the substance of the relevant rule, which is r. 28 of the Companies (Winding-Up) Rules, 1929; a paraphrase of it is as follows: Every petition, not presented by the company, is to be served upon the company at its registered office, if any, and if there is none, then at the principal or last known principal place of business of the company, if any such can be found, by leaving a copy with any member, officer, or servant of the company there, or in case no such member, officer, or servant can be found there, then by leaving a copy at such registered office or principal place of business, or by serving it on such member, officer or servant of the company, as the court may direct. It is appropriate to note in this connection, *en passant*, that, for the respective purposes of ss. 163 and 166 (which deal with the jurisdiction to wind up companies registered in England and Scotland respectively), the expression "registered office" means the place which has longest been the registered office of the company during the six months immediately preceding the presentation of the petition for winding-up: ss. 163 (8) and 166 (4).

In *In re Fortune Copper Mining Company*, 10 Eq. 390, the company's registered place of business had been demolished in the course of certain alterations, but the business was being carried on at a new, though unregistered, office; it was held that service of a winding-up petition upon the company and two directors at this latter office amounted to a sufficient service. The facts in the case of *Gaskell* v. *Chambers* (*No.* 1), 26 Beav. 252, were that the company had sold its business, and it had practically ceased to exist, although not formally dissolved; it had, furthermore, no business or place of business, and the chairman was dead, while the directors and other officers had ceased to act altogether. In these circumstances, the Master of the Rolls ordered that service of the bill on the late deputy chairman and on the late secretary be good service upon the company.

The nature and character of the rule which then corresponded with r. 28 (*supra*), was discussed in *In re Regent United Service Stores Limited*, 8 C.D. 75, where Thesiger, L.J., observed, at p. 82: ". . . the tendency of the court has been to hold provisions such as those contained in the rule to which I have referred to be merely directory, except in cases where it is further provided that in the event of their not being complied with subsequent proceedings shall be invalid." It will be seen that r. 28 does not contain this last-mentioned provision, which would make it imperative. It was here decided that, as service of a winding-up petition had been accepted on behalf of the company by a solicitor duly appointed for that purpose, service at the company's office was not necessary.

The affidavit of service of a winding-up petition, in *In re Hatcham Motor Garage Company Limited* [1916] W.N. 152, stated that when the deponent attended at the company's registered office to serve the petition he found it closed, and no officer or servant of the company there, and he had put a copy of the petition into the letter-box at that office. But since the affidavit omitted to state, as was the fact, that he had failed to find any "member" of the company there, North, J., held the affidavit insufficient. Another case dealing with a closed office is *Re The National Credit & Exchange Company Limited*, 7 L.T. 817, where service was directed, on an *ex parte* application, to be made on the chairman and general manager only of the company. In *Re The Inventors' Association Limited*, 12 L.T. 840, the company had ceased to carry on business and had no registered office at the time when the petition was presented; there were ten subscribers to the memorandum, nine of whom were still living; the court directed service upon these nine subscribers (who had acted as the directors of the company), and upon three or four of the principal shareholders.

I should mention that r. 28 provides also that, where the company is being wound up voluntarily, the petition is also to be served on the liquidator (if any), appointed for the purpose of winding-up the company's affairs. In *Re The Petroleum Company*, 15 L.T. 169, the company, which was being wound up, had no place of business and no registered office, but a petition had been served upon its liquidator at his office; such service was not, however, considered sufficient, and it was directed that service be made upon the secretary of the company.

I have endeavoured, in referring to these various decisions, to give my readers some indication of the views which the courts have taken as to service of documents when there are unusual circumstances surrounding the existence of the registered office; the limitations of space prevent me from referring to more, with the exception of one case, namely, *In re Manchester and London Life Assurance and Loan Association*, 9 Eq. 643, where the enterprising service of a petition to wind up the company upon a workman employed on the site of what had been, eight years previously, the company's registered office, before the demolition, was, rather naturally, held an insufficient service. The decisions reported are many and various, and reference should be made to them by those who are interested.

A Conveyancer's Diary.

Purchase of Annuities out of Settlement Funds where no Issue possible.

I HAVE recently had several cases brought to my notice where there has been a marriage settlement of personalty in the usual form, there are no living issue of the marriage, and the wife is past the age of child-bearing. The income of the trust funds has (as so often transpires in these days) become reduced and is not adequate for the needs of the husband and wife. It is desired that the trust funds or a part thereof may be invested in the purchase of an annuity for the joint lives of the husband and wife and the survivor or perhaps only for one of them. That cannot be done, so far as concerns the husband's fund, because of the life interest which the wife has in it contingently upon her surviving the husband (an interest which the wife cannot alienate) and as regards the wife's fund by reason of the interest of the wife's next of kin.

I have endeavoured to find a form in the books which could be inserted in a settlement to render the purchase of such an annuity possible should occasion for it arise. There is a clause in the "Encyclopædia of Forms and Precedents," 2nd ed., vol. 16, p. 272, but in that form power is given to the husband and wife with the consent of the trustees to revoke the trusts of the settlement in whole or in part, and for the purchase of an annuity with the funds so released. That seems to me to go further than is required and the same applies to the precedent in "Key and Elphinstone," 13th ed., vol. II, p. 568, which might be adapted for use in such a case.

I have drafted a clause which I think may interest the reader and venture to set it out here:—

> "Provided always that it shall be obligatory on the trustees from time to time during the joint lives and upon the written request of the husband and the wife, to invest such part or parts of the said trust premises as may be specified in such request in the purchase of an annuity or annuities payable thenceforth until the death of the survivor of the husband and the wife, but subject as follows, that is to say:—

"(*a*) No such purchase shall be made whilst the wife is under the age of fifty years or whilst any child of the said intended marriage is living or after any child of the said intended marriage has, being male, attained the age of twenty-one years, or being female married.

"(*b*) Any such purchase may be made from the government or any English life insurance company or office.

"(*c*) No annuity shall be purchased partly out of the husband's fund and partly out of the wife's fund.

"(*d*) Each annuity purchased shall be applicable as income (accruing during the duration of the annuity) of that part of the said trust premises which provided the purchase money therefor."

Whether para. (*c*) is applicable will depend on the facts. It may not always be required.

I have been told that an attempt was made a little time ago to induce the court to sanction the purchase of an annuity, in circumstances such as those which I have mentioned, under s. 57 of the T.A., 1925, but without success. That section certainly confers very wide powers upon the court—"Where in the management or administration of any property vested in trustees, any sale, lease, mortgage, surrender, release, or other disposition, or any purchase investment, acquisition, expenditure or other transaction, is in the opinion of the court expedient, but the same cannot be effected by reason of the absence of any power for that purpose vested in the trustees by the trust instrument, if any, or by law, the court may by order confer upon the trustees . . . the necessary power for the purpose . . ."

The purchase of an annuity out of capital funds is hardly a matter arising "in the management or administration" of the trust property and whether such a transaction is expedient depends, of course, upon the point of view from which it is regarded. I can quite understand that the court would not feel at liberty to sanction the transaction under that enactment.

Wills made in contemplation of Marriage.

The question of the precise meaning of s. 177 (1) of the L.P.A., 1925, is rather a nice one and the decisions so far reported upon it appear to conflict somewhat.

The sub-section reads—

"A will expressed to be made in contemplation of a marriage shall, notwithstanding anything in section eighteen of the Wills Act, 1837, or any other statutory provision or rule of law to the contrary, not be revoked by the solemnisation of the marriage contemplated."

In *Pilot* v. *Gainfort* [1931] P. 103, the facts were that, in 1914, a testator married a woman who left him in 1921, and had not since been heard of and the testator had been unable to trace her. In 1924 the testator met the plaintiff in the action and lived with her, and (so it is stated in the report) the court was satisfied that the fortune of the testator was largely contributed by her. On 12th February, 1927, the testator executed the will which the plaintiff propounded. It was a holograph document, the material portion of which was as follows: "I herewith bequeath and leave to Diana Featherstone Pilot my wife all my worldly goods." On 15th August, 1928, seven years having elapsed since the disappearance of the woman whom he first married, the testator married the plaintiff.

Lord Merrivale, P., having held that the marriage with the plaintiff was valid, decided that the will in question was not revoked by that marriage.

In the course of his judgment his lordship said: "The testator must be taken to have had knowledge of the Act of 1925 which prescribes that the solemnisation of his marriage shall not revoke the will made in contemplation of that marriage. Under the circumstances I do not think that it can be doubted that the will was in contemplation of the subsequent marriage and practically expresses that contemplation and is good."

That certainly seems to be putting "a benevolent construction" upon the section. It is rather stretching the testator's language to say that to describe a woman as his wife who, in fact, was not, expresses a contemplation of marriage with her. The question seems to be not whether in fact the testator did contemplate marriage with the plaintiff, but whether he has expressed that contemplation.

This decision will not help much, I think, in solving the difficulties arising under s. 177.

A later case is *Sallis* v. *Jones* (1935), 79 SOL. J. 880; [1935] W.N. 206.

A testator by his will dated 27th June, 1927, appointed his two daughters his executrices and residuary legatees.

The will concluded with these words: "And I hereby declare that this will is made in contemplation of marriage." On 27th November, 1927, the testator married, and he died on 17th November, 1934.

Bennett, J., held that the will was not saved from revocation by s. 177 of the L.P.A.

His lordship said that, in his view, in order that s. 18 of the Wills Act, 1837, might be excluded from operating to revoke a will made before a testator's marriage, there must be in that will an express reference to a marriage and there must afterwards be a solemnisation of that marriage. It was plain, his lordship considered, that s. 177 of the L.P.A., 1925, had no operation unless there was found in the will something more than a declaration or a reference to marriage generally.

That seems to be borne out by the words in the section: "the solemnisation of the marriage contemplated"; moreover, the section does not say "expressed to be made in contemplation of marriage" is, Lord Merrivale is reported to have put it, but "expressed to be made in contemplation of a marriage" which is a different thing.

It will be interesting to see whether a full report of this case sheds any light upon the question what evidence is admissible in such a case. Lord Merrivale appears to have admitted evidence rather freely, but I gather that Bennett, J., would not have admitted evidence (if it had been proffered, which it does not seem to have been) that in fact the testator in *Sallis* v. *Jones* did at the date of his will contemplate marriage with the defendant.

Of course, any properly drafted will would state that it was made in contemplation of marriage with a named person; but all wills are not properly drafted.

Landlord and Tenant Notebook.

Statutory Definition of "Flats" and "Blocks of Flats."

THE rights and duties of those who own and of those who inhabit flats have become an important topic of recent years; there is at least one book devoted to the subject, and at least one text-book on the law of landlord and tenant gives it a separate section. The "Notebook" has, from time to time, discussed the special incidents of tenancies of flats, e.g., the question of boundaries, 74 SOL. J. 71; that of the undemised part, 75 SOL. J. 436; 79 SOL. J. 431; the right of support, 76 SOL. J. 213; 78 SOL. J. 728; and the effect of "common schemes," 79 SOL. J. 517.

Parliament, too, has shown itself alive to the new phenomenon; but I think the Increase of Rent, etc., Act, 1920, was the first to refer to flats by that name. In order to encourage one means of combating the housing shortage, s. 12 (9) of that statute excluded from protection any house *bonâ fide* converted after, or which was being *bonâ fide* converted on, the 2nd April, 1919, into "two or more separate and self-contained flats or tenements." With a similar object in view, the Housing Act, 1925, s. 102, gave county courts jurisdiction to vary covenants which prevented such conversion—but this enactment shies at the colloquial term "flats" and

uses the expression " tenements " only. But now the Housing Act, 1935 (when providing for certain Exchequer grants which will not affect the relationship of landlord and tenant), speaks of " flats " and of " blocks of flats " ; not only that, but in s. 97 (1) it provides us with statutory definitions of both expressions, which may come in handy in matters affecting certain leases and tenancies.

A flat, then, is " a separate and self-contained set of premises constructed for use for the purposes of a dwelling-house and forming part of a building from some other part of which it is divided horizontally."

The " separate and self-contained " qualification is of interest in view of the fact that it occurred in the Increase of Rent, etc., Act, 1920, s. 12 (9), already mentioned, and of the further fact that it was the subject-matter of a reported decision, *Smith* v. *Prime* [1923] W.N. 131, in which the meanings of both adjectives were usefully discussed if not actually defined. It is, perhaps, pleasant to think that the rent restriction legislation has occasioned some litigation the usefulness of which will outlive the statutes. " Separate," then, implies that the dwelling-place is distinct from the rest of the building ; " self-contained " means not scattered ; but a partition is neither essential to nor conclusive of the requirements of " separate," and the dwelling may be self-contained though it does not contain within its own orbit all the accommodation necessary to make a dwelling.

When we come to " constructed for use for the purposes of a dwelling-house," we must, of course, leave the Rent Restrictions Acts, which completely ignore such architectural questions, severely alone. The Housing Acts contain references to houses " let for habitation " and to houses " intended or used for occupation by members of the working classes," but I am not aware of any decision illustrating any difficulties in evidencing such facts.

The " forming part of a building " requirement excludes bungalows, and the rest of the sentence does the same to semi-detached and undetached houses ; but what is called a maisonette may apparently be a flat, though it could not be in a block of flats, as will presently be seen. The word " horizontally " does not, I take it, demand a spirit-level test ; there are sets of chambers in the Inns of Court with floors and ceilings which are, mathematically speaking, neither horizontal nor even parallel, but which are not presumably thereby excluded from the scope of the definition.

A " block of flats " is defined as a building which contains two or more flats and which consists of three or more storeys exclusive of any storey which is constructed for use for purposes other than those of a dwelling-house. Thus, it may contain shops.

As to " storey," this is a term which even the London Building Act, 1930, s. 5, leaves undefined, though it deals with " topmost storey " and " upper storey."

Having got so far, I suppose I must now say something to justify discussing this definition, which I have already admitted is not made for the purpose of any enactment affecting the relationship of landlord and tenant, in this " Notebook." Well, " *alio intuitu* " is not always an effective answer. In default of a definition elsewhere, the above, which will accord with most people's ideas of what a flat is, may serve a useful purpose in questions as to the description of parcels. And one way in which it may simplify a draftsman's task is indicated by comparing the decisions in *Kimber* v. *Admans* [1900] 1 Ch. 412, C.A., and *Rogers* v. *Hosegood* [1900] 2 Ch. 388, C.A. Of the trials at first instance, that of the second-mentioned actually came first (the decision was, indeed, cited in *Kimber* v. *Admans*, which was by motion), the appeal being heard well before that in the other case. Taking them, then, in the order in which they were finally disposed of, *Kimber* v. *Admans* was a motion for an injunction based on covenants which bound the defendant, as purchaser of two building lots, not to build more than eight houses, no house to be worth less than £500. The plaintiff complained when the defendant proposed to build four blocks of flats on each plot, but it was held that there was no infringement of the covenant ; each block was a " house." In *Rogers* v. *Hosegood*, on the other hand, the covenant sued on provided that not more than one messuage or dwelling-house should at any time be erected on, or standing on, the defendant's land, and that such messuage should be adapted for and used as a private residence only ; and this was held to have been broken by the putting up of a block of flats which would be not one messuage or dwelling-house, but several.

Probably the word " flat " and the expression " block of flats " were deemed either too vague or too colloquial to be included in the nineteenth century draftsman's vocabulary ; but now that an Act of Parliament has both employed and defined them, there is no reason why conveyancers should hesitate any longer.

Our County Court Letter.

THE AGRICULTURAL HOLDINGS ACT, 1923.

In *Edwards* v. *Lucas-Scudamore*, recently heard at Hereford County Court, a case had been stated by an arbitrator on the question whether the respondent had waived her right to serve notice to quit. The applicant had claimed £340, as compensation for disturbance, and his case was that, prior to February, 1935, he had been the tenant of a farm at a rent of £340 a year. A half-year's rent, viz., £170, became due on the 2nd August, 1934, but it was customary to hold a rent audit three months after the rent was due. The usual printed notice of the audit was sent on the 19th October, but the applicant informed the agents that he could not pay before the 13th December—after selling his cattle for the Christmas Fat Stock Market. On the 20th November the agents wrote, asking for a cheque by the 30th November, but the applicant repeated that he could not pay until December, and asked whether the rent could be reduced. A printed postcard, acknowledging receipt, was received on the 28th November, but on the 4th December he received notice to quit. The applicant's case was that the postcard of the 28th November constituted a waiver, rendering void the previous demands for rent, and that the respondent could not thereafter serve a notice to quit, which deprived the applicant of his right to compensation. The respondent's case was that the printed postcard was neither an express nor an implied waiver of the notice to pay rent. If a mere acknowledgment were held to be a waiver, no solicitor or business man would be safe. His Honour Judge Roope Reeve held that the postcard did not constitute a waiver, nor was it an intimation that the notices would not be acted upon. The only question was whether the tenant had been given reasonable time to pay, but this was a question of fact for the arbitrator.

THE RETURN OF ENGAGEMENT RINGS.

In the recent case of *Miller* v. *Chambury*, at Clerkenwell County Court, the claim was for £3 10s., as money lent, and also for the return of an engagement ring, or £8 8s. its value. The plaintiff's case was that, after an engagement of four days, he and the defendant quarrelled (over an accident to her brother) and her parents had refused to let her see him again. The defendant's case was that, in exchange for her engagement ring, she gave a signet ring to the plaintiff, but he threw it at her when they quarrelled. She then returned her engagement ring to the plaintiff, but he threw that at her also. The defendant denied having received small sums of money from the plaintiff. His Honour Judge Earengey, K.C., observed that the throwing back of the rings was evidence of the termination of the engagement by the plaintiff. Judgment was therefore given for the defendant, with costs : see *Cohen* v. *Sellar* [1926] 1 K.B. 536.

To-day and Yesterday

LEGAL CALENDAR.

2 DECEMBER.—On the 2nd December, 1852, two and a half years after his retirement from the place of Chief Justice of the King's Bench, Lord Denman had a stroke. "With loss of speech, he lost also the power of writing letters, or expressing himself in any way, and he never learned again to sign his own name except by copying it from print. His mind was clear to the last, his memory appeared to be perfect, but so entirely destroyed was his power of expression in any way, that his mode of replying to the frequent letters from his family friends was by simply copying them out and sending his own copies." In less than two years, death released him.

3 DECEMBER.—"The Chancellor died to-day, about two in the afternoon. His death is very much lamented by all here, but especially by the lawyers whose goodwill and esteem he had entirely gained by his patience, civility and great abilities; as he was an old friend and acquaintance of mine, I am very much troubled at his loss." So wrote the Primate of Ireland on the 3rd December, 1726, on the death of Sir Richard West, who had been Chancellor of Ireland for little over a year. He had been taken ill with a feverish cold which carried him off in twelve days.

4 DECEMBER.—On the 4th December, 1882, the new Law Courts in the Strand were formally opened by Queen Victoria. Having received the key from the First Commissioner of Public Works, she entrusted it to the Lord Chancellor, Lord Selborne, who in his speech expressed the somewhat exaggerated hope that "this building, we trust, will remain to a remote posterity one of the most magnificent public works of the time in which we live." His discourse gave rise to at least one good joke, for when various judicial personages objected to the phrase, "Your Majesty's Judges are deeply sensible of their own many shortcomings," Bowen, L.J., suggested the amendment, ". . . sensible of one another's many shortcomings."

5 DECEMBER.—On the 5th December, 1798, the great *Thellusson Will Case* began. His fortune of £600,000 was left in trust to accumulate till every man, woman and child of his offspring, alive or begotten at the moment of his death, should be also defunct. There were three sons and six grandchildren thus destined to live the life of Tantalus, to see the great pagoda-tree growing up before them and never to enjoy it. When the last yielded up his breath, the mountain of accumulated wealth was to be divided among the eldest male lineal descendants of the three sons. After a Chancery suit of the fattest bulk, the will was declared valid, but when, sixty-two years later, the estate came to be divided, law suits had left it not much larger than at first.

6 DECEMBER.—On the 6th December, 1663, died David Jenkins, the Welsh judge whose Royalism was so heroic during the Civil Wars.

7 DECEMBER.—On the 7th December, 1780, a strange scene occurred at the Old Bailey. Thomas Dill was charged with the murder of Robert Curson, a young surgeon, and there was no doubt that he was guilty. But the only witness of the crime was an old gentleman whom the deceased was attending at the time. He was over ninety, very deaf, and so afflicted with palsy that he could barely answer in monosyllables. The only way of getting his evidence would have been by means of leading questions, but this the court could not allow, and so the prisoner escaped, to the visible mortification of everyone present. The mother of the deceased, frantic with grief, vented bitter imprecations on judge and jury.

8 DECEMBER.—Mr. Justice Park died on the 8th December, 1838, having sat in the Court of Common Pleas for nearly twenty-three years and served under four sovereigns. Without any particular eminence as a lawyer, he made a good judge, thanks to his good sense, strict impartiality and upright character. His chief fault was a certain irritability and a ludicrous fussiness over trifles.

THE WEEK'S PERSONALITY.

David Jenkins was indeed a "vigorous maintainer of the rights of the Crown, a heart of oak and a pillar of the law." When the Civil War broke out he was judge of the great sessions for the Counties of Carmarthen, Pembroke and Cardigan, and immediately showed his loyalty to King Charles by indicting of high treason several prominent parliamentarians within his circuit. He even took arms himself, riding with Colonel Gerard's men "with his long rapier drawn holding it on end." In 1645 he fell into the hands of the enemy and was sent to London, where he was committed to the Tower. Afterwards he was transferred to Newgate, and though several members of the House of Commons visited him with offers of a pension of £1,000 a year if he would acknowledge the lawfulness of the jurisdiction claimed by the Parliament, he only replied: "Never can I own rebellion, however successful, to be lawful; I would, therefore, rather see your backs than your faces." Thus "amidst the sound of drums and trumpets, surrounded with an odious multitude of barbarians, broken with old age and confinement in prisons," he compiled his great work "Eight Centuries of Reports." He survived to see the Restoration, when he was elected a Bencher of Gray's Inn. His last days were spent in peace on his estate at Hensol, in Glamorganshire, delighting to be a patron of Welsh bards.

ROYAL DESCENT.

One of those fantastic claims to royal lineage which crop up now and then recently figured at Kingston Quarter Sessions, when a woman was found guilty of obtaining credit by false pretences. She had represented that a woman who accompanied her, and whose age medical computation placed at about sixty, was really a fourteen year old Bourbon princess, heiress to £90,000 and last of the royal Stuarts. The story recalls that astonishing claim which, first put forward in the Prerogative Court in 1822, and only finally disposed of in 1868, constituted a challenge to the succession to the English throne—the claim of "Princess Olive" to be the daughter of the Duke of Cumberland by a secret union, for, endorsed on the certificate of the alleged marriage, was an even more startling certificate of a secret marriage of George III. On the strength of her claim, the "Princess of Cumberland" assumed great state and painted the royal arms on her carriage. When, in 1834, she died in prison for debt, her daughter, "Princess Lavinia," carried on. In 1868 the Lord Chief Justice, the Lord Chief Baron, the Judge Ordinary and a special jury finally adjudicated upon the claim. The production of some seventy historical curiosities, such as George III's alleged "solemn commendation of Olive Our Niece to Our faithful Lords and Commons at our Royal demise," speaks for itself. The jury stopped the case for the Crown.

PAYMENT DEFERRED.

The French legal system has mysteries which no Englishman can fathom. Lately a man at Lille received a demand for payment of a small fine imposed on him thirty years ago, when he was six years old. On asking for particulars of this forgotten excursion into crime, he was told that he had been caught stealing apples from an orchard. That is almost as good as another little story which reached a much delayed climax a few months ago. In February, 1906, a little dog went for a walk with his master at Dannes, a village near Boulogne. Contrary to a local regulation, it was not on a lead, and a vigilant policeman noting the offence intimated to the master that he would be fined. Time passed and no official demand was served. The master died, and some years later the dog, too, passed peacefully away, cherished in the memory of the family as the dog that had cheated the taxing authorities. But the law never forgets. Nearly thirty years later, there came a demand for payment of 6 francs 8 centimes. Justice had to be satisfied.

THE LAW OF PROPERTY ACTS, 1925.

By A. F. TOPHAM, Esq., K.C.

A Verbatim Report of the Eighth of a Series of Lectures Delivered to The Solicitors' Managing Clerks' Association.

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The President (Mr. S. H. Vere): Gentlemen, may I remind you that there will be no lecture next Wednesday; so, therefore, the next one of this series will be in a fortnight's time. The reason, as some of you know, is that next week the Association are holding their Annual Festival Dinner, and any of those who are members of the Association I hope to have the pleasure of seeing at that function.

I now have pleasure in asking Mr. Topham to resume his lecture.

Mr. Topham: Mr. President and Gentlemen: The subject I come to now is rather difficult, and, you might say, almost a dreary subject, although it is an important one; and that is the Rules which relate to the administration of assets on the death of a person. Those are dealt with now in the Administration of Estates Act, and the new law has this great advantage, that the law is set out quite concisely in the Act. By s. 34 of the Administration of Estates Act you are referred to the first schedule, to show in what order the debts and expenses of any deceased person are to be paid, and how his various assets are to be applied in payment of those debts. You get two quite distinct cases. The first is dealt with in Part I of the Schedule where the estate is insolvent. There, of course, the only question is how the various debts and liabilities rank between themselves, and the position of beneficiaries does not matter. There the Schedule provides that, first of all, the funeral, testamentary and administration expenses have priority, but, subject to that, the rules of bankruptcy are to be applied. But, remember, that that does not make the whole of the rules of bankruptcy applicable, because it is only as to certain matters; it is as to the respective rights of secured and unsecured creditors, and the valuation of annuities and contingent rights as to debts and liabilities provable, and as to the respective priorities of debts and liabilities.

There is nothing of very great importance which has been decided since the Act on the application of those rules, but there is one set of decisions which gives rise to a conflict of decision on one small point about the payment of interest when dividends are being declared; but that is a case of conflicting decisions on a matter of not very great importance, and it would involve going through several rather troublesome cases, and I have decided that I will not inflict that on you this evening, partly because time is short, and partly because I should have the very greatest difficulty in saying, so far as my own view goes, which of the conflicting decisions is the more likely to be followed. I will therefore pass on, simply reminding you that it is not all the rules of bankruptcy which apply.

I will pass to the second part of the Schedule, where the estate is solvent. Even where the estate is solvent, of course, there are debts and expenses to be paid, and the question is as between the various beneficiaries out of what fund the debts and expenses have first to be paid. The old rules of administration were founded upon various decisions laid down in courts of equity in the administration of estates, and it was not always easy to find a clear statement of what those provisions were, and it is rather important to note what the old provisions were in order to understand what it is that the new Act is aiming at. Under the old rules of administration, personal property was the primary fund for the payment of debts and expenses. Specific bequests and general legacies had also to be provided out of the general personalty, and they came out first before what you may call the residuary estate, or the general personal estate. In case there was a share of this general residuary estate which failed by reason of lapse, or some other reason, then that lapsed share of residue did not fall into the residue, but was undisposed of, and that undisposed-of share was a share of the general residue after payment of debts. Where there was a bequest of a specific fund of personalty for payment of debts, that made that fund the first or primary fund for the payment of the debts, which was, perhaps, quite reasonable and natural; but the real estate was put in a very advantageous position as compared with personalty, and even where there was a devise of real estate charged with the payment of debts, or in trust for payment of debts, that did not under the old rules *primâ facie* exonerate personal property from the first liability for debts; it made the realty what was called an "auxiliary fund." Then, again, a general devise of realty—a residuary devise, you might call it, of real estate—was postponed as a fund for payment of debts so as to rank equally with specific devises and specific legacies. It was due to the old interpretation of wills which made the will speak from the date of the will in respect of real estate, so that it became a specific devise of the land which the testator then had. That rule was altered by the Wills Act of 1837, but the rule of administration remained although the reason for it had gone. The main idea of the list which is set out in Part II to the Schedule of the Act of 1925 was, as in many other respects in these Acts, to assimilate the law of real and personal property without altering the law more than could be helped. But, in the endeavour not to disturb the old law—this rather curious rule about real estate charged with debts, and so on—the Schedule has become rather more complicated than I think it need have been. This is how it runs: Part II to the Schedule puts the property in this order: first of all, property undisposed of by the will is the first fund for payment of debts and liabilities. Out of that must be set aside a sufficient fund for payment of the legacies. Next comes property not specifically devised or bequeathed, but including any residuary estate. There you will see the law is altered in this way, that realty and personalty are put on the same footing in that respect; it is "property" and not realty or personalty. Then, thirdly, comes property specifically devised or bequeathed for payment of debts. At first sight it is rather curious that property which is specifically devised or bequeathed for payment of debts should not be used until after property which is generally devised or bequeathed without anything being said about debts; but that is due, I think, to the attempt to give effect to the old law without too much alteration; and the word "specifically" I ask you to notice there, because it has been held not so much to mean property which has been specially devised for payment of debts, but property specifically devised as a specific devise or bequest to somebody, but for the purpose of payment of debts. Fourthly, after that again is property charged with payment of debts. Fifthly, what is called the "legacy fund," that is to say, ordinary pecuniary legacies, is not diminished until all the other four properties have been disposed of or used up. Sixthly comes property, either real or personal, specifically devised or bequeathed rateably according to its value; and lastly, property appointed under a general power of appointment.

On that Schedule there have been certain decisions where difficulties have arisen in applying what appear to be at first sight quite simple provisions. Some of the difficulties have

arisen where there has been a gift of residue to two or more persons, and for some reason or other one of the shares fails to take effect, either by the devisee or legatee dying before the testator, so that there is a lapse, or for some other reason. The question then arose: What is the proper method of using the lapsed share?

The first case is the case of *Re Lamb* [1929] 1 Ch. 722; 73 Sol. J. 77. There the testator, John Lamb, died in 1928, and after giving certain specific devises and legacies, he gave his residue in this way: to his brother and his cousin and his two nephews in equal shares; that is to say, the residue was in fourths. The brother died before the testator, so his share lapsed. The argument was that under the old law what you did was this: you first paid the debts and legacies and expenses, and found out what the residue was; you then divided the residue into four parts, and each person would get one-fourth of that; but as regards the fourth which had lapsed, that fourth which was a net fourth, that is to say, a fourth after paying the proper share of debts, was undisposed of. On the other hand, it was argued that this Schedule has altered the law by saying most clearly that property undisposed of by the will is the first fund for payment of debts. Accordingly it was argued that the first thing to do is to take the one-fourth share which had lapsed, and use that exclusively for payment of debts as far as it will go, so that the other three would get their shares gross, that is to say, without any diminution; and that was held to be the proper interpretation of the Act. It was held then that the lapsed share of the residue was undisposed of, and was the first fund for the payment of debts. The result was that in this case you could pay all the debts out of the lapsed share, and the balance of that lapsed share went to the next-of-kin or persons entitled on intestacy, and the other three each got one-fourth of the gross residue—the residue, that is to say, without deduction.

But it must be remembered that s. 34 only applies the rule set out in the Schedule subject to any contrary intention which may appear in the will, and although property charged with debts, and property devised for payment of debts, is postponed in the Schedule, it does not take very much of an intention in the will to show that some property is to be the primary fund if it is selected for the purpose of payment of debts. One case where that was considered was *Re Petty* [1929] 1 Ch. 726. There the testator devised and bequeathed all his real and personal property on trust for sale, and out of the proceeds of sale to pay his debts and expenses, and so on, and to hold the residue of the said moneys as to his wife for half and each of his two daughters one-quarter each. The wife died before the testator, and so there was a lapse of the half. But the court held that there the express provision of the will was that all the real and personal property was to be sold, and out of the proceeds the debts and expenses were to be paid, and only the residue was to be shared between the wife and daughters, and that that direction altered the rule I have just told you about in the previous case, and owing to this express direction the debts and legacies must be paid out of the whole of the real and personal property before the daughters got the half; and so they got the half after deduction of their proper share of debts and legacies. You will see, then, that the primary rule is that you take the debts and legacies out of the lapsed share of residue.

But the provisions in the will may make it necessary for the court to adopt a different result. You will notice that, although under the old law the personal property was the first fund for payment of debts, and realty was postponed, the new law makes no difference between the two. There, again, it does not take very much in the way of expressions in the will to show a contrary intention. A case of that was *Re Atkinson* [1930] 1 Ch. 47. The testator there died in 1928. He devised all his lands to his brother Herbert, and he bequeathed all his personal property to trustees on trust for sale and for payment of debts and expenses, and the residue was to go in one-third shares to three different people. The brother Herbert died before the testator, and it was held that although the real estate was undisposed of and became by the Act the first fund for payment of debts, as the will had directed that the personalty was to be sold and used for payment of debts, and so on, and the residue divided, that must be carried out, so that the debts and expenses came out of the personalty, and the real estate passed to the person entitled on intestacy without deduction for debts. It was argued there that the personalty was personalty which was bequeathed for the purpose of payment of debts within the Schedule, and therefore that it came third on the list instead of first, but the court held that No. 3, "property specifically devised," is confined to cases where there is a specific devise of property or a specific bequest of property for the payment of debts, and it did not apply in this case where there was a general bequest of personalty for the payment of debts.

These cases are troublesome, because there seems so little reason for these minute distinctions, and it is almost impossible, I think, to carry them in one's mind, and all one can do is, when you get a specific case, to look at the wording of the Act and interpret it in accordance with these different decisions.

In the case of *Re Kempthorne* [1930] 1 Ch. 268, which I mentioned before on another subject, the gift was a gift of the personal estate subject to and after payment of debts. There, three-sevenths of the residue lapsed by reason of the death of the legatees, and it was held that the words were quite clear, that you first of all had to pay the debts out of the personal estate, and what had failed was only three-sevenths of that after payment of the debts.

Another case where the expression "property undisposed of" was given a fairly wide interpretation, was a case where only the income of a portion of the estate was undisposed of, and there it was held that that income must be applied first in payment of debts. That was the case of *Re Tong* [1931] 1 Ch. 202. It came before Mr. Justice Clauson and the Court of Appeal. The testator in that case died in 1929, and after directing the payment of certain legacies, he directed his trustees to "collect the income from the remainder of my estate and to pay 75 per cent. of the income to my sister Mrs. Holt during her life," and on her death the income of the whole property was to go to children of two of his nieces. That was not a case of lapse by reason of the legatee dying, but, unfortunately for Mrs. Holt, her husband witnessed the will; and of course, as you know, attestation by a witness or the husband or wife of a witness will invalidate the gift to either of them. So that the gift of 75 per cent. of the income to Mrs. Holt for her life failed, and it was then held that that 75 per cent. of the income which had so failed was property undisposed of, although it was only, you might say, an interest in property undisposed of. It was held that that was property undisposed of, and that the debts and expenses were to come first out of the 75 per cent. of the income, as far as it would go, and, subject to that, there was an intestacy as to the 75 per cent. of the income.

Similar questions, of course, often arise as to what fund is to be used for the payment of legacies, because legacies come before residue, and so on, and there it has been held that similar rules apply. Where there is a clear intention in the will that legacies are to be paid out of some particular property, that will be followed, and that was followed in the case of *Re Kempthorne*, which I have just mentioned. But where there is no special intention declared, the debts and the legacies will be provided for first out of the undisposed of property. That was decided in *Re Worthington* [1933] Ch. 771; 77 Sol. J. 371; which went to the Court of Appeal. The testatrix gave certain legacies and the residue to two persons in equal shares. One of those two persons died before the testatrix, and there was nothing there to show any special intention, and it was held that the undisposed of half share was the first fund therefore for payment not only of the

debts but all the legacies, and the person entitled to the other half got it without any deduction either for debts or legacies so far as the other half was sufficient.

You will see when you come to apply that Schedule that the real difficulty which is caused is the meaning of these rather curious phrases, "property specifically devised and bequeathed for payment of debts," and then after that "property charged with the payment of debts." Those are all being postponed when you would have thought they might have come first as a fund for the payment of debts. But the real reason for it, I think, is this, that under the old law realty was in such a specially privileged position, that some special provisions had to be made to assimilate the rules as to real and personal property, while endeavouring to make the law the same as it was, except for the difference between the two kinds of property. I cannot help feeling it has got a little bit into a muddle. The present tendency of the courts, I think, is to say, as one might expect, that if you have got property which is specially charged with the payment of debts, it does not need very much intention to show that that is to come first. Rather an interesting case occurred (*Re Littlewood* [1931] 1 Ch. 443) where Mr. Justice Maugham applied the principle which, as I have said, I should like to have seen applied in *Re Kempthorne*, namely, that the changes of the law which were made after a will was made can hardly be taken to have altered the intention of the testator. There, the testator did this; he made his will just before the new Act came into force—on the 7th December, 1925—and he provided in this way: "All my farm stock charged with the payment of my debts . . . etc., to George and Fred . . . residuary estate to Fred." The testator died after the Act of 1929, and the learned judge held that, when the will was made it showed an intention that the debts should be paid out of his farming stock—"All my farm stock charged with the payment of my debts"—and that the passing of the Act, even if you could bring that in as property charged, and take it out of the course which appeared to have been the testator's intention, had not altered the intention of the testator, and so you would construe the law just as it was before the Act was passed, and that showed an intention that the farm stock should be first charged with the payment of debts. I think you will find there is a tendency to give effect to the directions of the will rather than that curious postponement in the Act of property charged with payment of debts.

Another case where the same phrase, "property specifically devised or bequeathed," had to be interpreted occurred in the case of *Re John* [1933] Ch. 370. In that case the debts exhausted the whole of the personalty and the general assets. There was in addition to that a specific devise of certain land, we will call it Land A, which was subject to a mortgage which had been made by the testator, and that Land A was devised to David John. There was other land which we will call Land B, which was not mortgaged by the testator, but the testator devised that to Jenkin John subject to the payment of certain legacies. You will remember that, under cl. 6, property specifically devised or bequeathed comes in that order rateably according to its value; and the question was: What was the value of those two properties which had to be taken into account? That is to say, whether you deducted the mortgage from the real estate A before ascertaining its value, or whether you deducted the legacies directed to be paid out of Land B before ascertaining its value. It was held that the distinction between those two cases was that the value of the property means the value of the property as it was in the hands of the testator, and not the value of the property as it reaches the devisee after the direction of the will. Accordingly, the value of A was the value as it was in the testator's hands, that is to say, subject to the mortgage, so that the mortgage should be deducted in ascertaining the value of Land A; but that the legacy should not be deducted in ascertaining the value of Land B.

Those are all the cases that I think I need trouble you with on this order of application of assets for payment of debts.

(As Mr. Topham gave no lecture on the 4th December, we are publishing his Eighth Lecture in two parts. The second half of the lecture will appear next week.)

Obituary.

Mr. H. G. SETH-SMITH.

Mr. Hugh Garden Seth-Smith, late Chief Judge of the Native Lands Court, New Zealand, died at Auckland, on Sunday, 24th November, at the age of eighty-seven. Educated at Amersham Hall School, University College, London, and Trinity College, Cambridge, he was called to the Bar by the Inner Temple in 1873. He went to New Zealand in 1881 and was appointed a district Judge at Auckland in the following year. From 1888 to 1894 he was Chief Judge of the Native Lands Court, and was re-appointed in 1904. He was president of the Native Appellate Court in 1906.

Mr. W. F. BURNETT.

Mr. William Freshfield Burnett, C.B.E., barrister-at-law, died at Downderry, Cornwall, on Thursday, 28th November, at the age of seventy. Mr. Burnett, who was called to the Bar by Lincoln's Inn in 1891, was Registrar of H.M. Office of Land Registry until his retirement in 1929.

Mr. W. FIRTH.

Mr. Wilfrid Firth, solicitor, of Brentford, died at his home at Bedfont, Middlesex, on Friday, 29th November. Mr. Firth was admitted a solicitor in 1901.

Mr. A. G. FLETCHER.

Mr. Arthur Granville Fletcher, solicitor, of Donington, Lincs., died in a nursing home at Cambridge, on Friday, 22nd November, at the age of seventy-five. Mr. Fletcher, who was admitted a solicitor in 1885, was Clerk to the Donington and Gosberton Parish Councils.

Mr. J. FOWLER.

Mr. James Fowler, retired solicitor, of Stockton-on-Tees, died recently in his eighty-first year. Mr. Fowler was educated at Durham School and Cambridge University, and was admitted a solicitor in 1881. He retired in 1931.

Mr. E. T. HARGRAVES.

Mr. Edward Thomas Hargraves, solicitor, of Coleman-street, E.C., died at his home at Croydon, on Thursday, 28th November, in his eightieth year. He was admitted a solicitor in 1879. Mr. Hargraves was a director of several companies, and was chairman of five brewery companies. He was a frequent speaker at the annual meetings of the Bank of England. Mr. Hargraves was an occasional but valued correspondent and contributor to this journal.

Mr. A. RHAGG.

Mr. Adamson Rhagg, solicitor, of Newcastle-upon-Tyne, died on Monday, 2nd December, in his eighty-third year. Mr. Rhagg served his articles with Messrs. Mather, Cockroft and Co., of Newcastle, now Messrs. Mather, Dickinson and Stafford, and was admitted a solicitor in 1875.

Mr. W. T. SALE.

Mr. W. T. Sale, retired solicitor, of Leominster, died recently at the age of eighty-two. Mr. Sale, who was admitted a solicitor in 1876, was Town Clerk of Leominster until his retirement in 1925. He was clerk to the Urban Sanitary Authority and Burial Board and Clerk to the Governors of Pierrepont School, Lucton.

Notes of Cases.

Court of Appeal.

In re **a Debtor (No. 415 of 1935).**

Lord Wright, M.R., Romer and Greene, L.JJ.
15th November, 1935.

Bankruptcy—Receiving Order in High Court—Previous Order in County Court—Jurisdiction—Interests of General Body of Creditors.

Appeal from Mr. Registrar Mellor.

A petition having been presented on the 10th May, 1935, in respect of an act of bankruptcy committed in April, the learned Registrar made a receiving order on the 11th July, although a receiving order had already been made against the same debtor on the 5th July, in the Canterbury County Court, on a petition presented in June, in respect of an act of bankruptcy committed on the 31st May. The debtor appealed.

Lord Wright, M.R., dismissing the appeal, said that the Registrar had jurisdiction to make the order. Sometimes a second receiving order might have real practical value, but it should be clear that it was undesirable to make such an order merely to enable the creditor to get the costs of his petition out of the estate. There should be satisfactory evidence that a second order was in the interests of the general body of creditors.

Romer and Greene, L.JJ., agreed.

Counsel: *G. Kingham; C. N. Davis.*

Solicitors: *W. & W. Stocken; H. L. Lumley & Co.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

Gordon *v.* **Commissioner of Metropolitan Police.**

Greer and Scott, L.JJ. 21st and 22nd November, 1935.

Practice—Interpleader Issue—Claim Against Police—Money in Possession of Man Fined for Offering Shares from House to House—Proof of Ownership—Onus.

Interlocutory appeal from a decision of Lewis, J.

G, an American, was fined and recommended for deportation on a charge of going from house to house offering shares for subscription, contrary to s. 356 of the Companies Act, 1929. There was no allegation of fraud. On his arrest, there were found on him £15, and in a safe deposit he had English currency and American dollar notes to the value of £1,267. These were now held by the police. The plaintiff said that he had brought from America money to the value of £1,282, and this was verified by the police. Lewis, J., in chambers, ordered that G should be plaintiff in an interpleader issue to determine the ownership of the money. G appealed.

Greer, L.J., allowing the appeal, said that possession was nine points of the law. When a man in possession of property had been disturbed by someone who did not claim it on his own account, but said that he had been met by claims of three separate persons and wished to protect himself by paying the money into court so that it might be decided whether they were entitled to it, the position was the same as if he was in fact at the moment in possession. G could maintain his rights till someone else showed a better title. The order would be that there should be three separate claims against G to come on at the same time, each claimant having the opportunity of dealing with the claims of the other claimants.

Scott, L.J., agreed.

Counsel: *J. P. Eddy; C. S. S. Burt* and *T. G. Roche.*

Solicitors: *Percy Bono & Griffith; Linklaters & Paines; Boxall & Boxall.*

[Reported by Francis H. Cowper, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Interoven Stove Co. Ltd. *v.* **British Broadcasting Corporation.**

Talbot, J., and a Special Jury. 14th, 15th and 16th October, 1935.

Slander of Goods—Action—Requisites of—Broadcast Talk—Alleged Disparagement of Goods Manufactured by Plaintiffs.

In October, 1934, a Mrs. Mason, at the defendants' invitation, delivered a broadcast talk during which she said: "The living-room is fitted with an inter-oven grate, and, as this proved unsatisfactory both for cooking and heating the water, my husband took out the boiler and fitted a brick fire in its place." The plaintiffs were the manufacturers of stoves which had come to be known as "interoven" stoves. It was stated in evidence that there were many imitations of the plaintiffs' stoves in the market, and that the stove to which Mrs. Mason referred in the talk was not one manufactured by the plaintiffs, whose stoves were the only ones which bore the name "Interoven." It was contended by the defendants, and denied by the plaintiffs, that the word "interoven" was widely used to describe a certain type of stove. The plaintiffs had always taken action when they had seen the name "Interoven" being used by other people, and they alleged that their sales had dropped as a result of the broadcast talk. They accordingly brought this action claiming damages. At the close of the plaintiffs' case, his lordship withdrew the case from the jury.

Talbot, J., said that this unusual, but quite well-known, form of action, the action for slander of goods, was subject to rules which were now quite definitely ascertained. It had been alleged by the plaintiffs that Mrs. Mason "falsely and maliciously spoke and published" words said to reflect on their stoves. It had been contended that that justified an action for slander of goods which was quite different from the actions of libel and slander. What was requisite for the action had been stated by Bowen, L.J., in *Ratcliffe* v. *Evans* [1892] 2 Q.B. 524, at p. 527. The attempt to bring this case within that statement was preposterous. Firstly, defendants contended that the broadcast statement was no disparagement of the plaintiffs' goods. He (his lordship) did not wish to dispute that "interoven" meant in the trade a stove supplied by the plaintiffs, but it was not a registered trade mark and there was no actual legal or statutory protection for it. A statement, however, that the one stove had proved unsatisfactory in the one particular house was no disparagement of the plaintiffs' goods. On that point, Mrs. Mason's intention might be immaterial, but the fact that there was no reason to suppose that she knew anything of the plaintiffs was nevertheless sufficient to dispose of the action. Secondly, the defendants objected that the statement was not false. Falsity was essential to the cause of action, and here it had simply been said of an existing stove that it was unsatisfactory. As to the defendants' third contention, that there must be malice, malice in a case of this sort meant some dishonest or otherwise improper motive. There was clearly no evidence of any indirect motive on the part of Mrs. Mason or the B.B.C. Malice being the foundation of the whole action, its absence was also fatal to the plaintiffs' case. Fourthly, it had been contended that the plaintiffs had suffered no damage. Actual damage had to be proved. There was some evidence that actual loss did result to the plaintiffs. On that matter alone, therefore, the case would not have been withdrawn from the jury. As it was, however, the plaintiffs had chosen a wholly inappropriate method of vindicating their trade position and there must be judgment for the defendants.

Counsel: *Stuart Bevan*, K.C., and *C. Gallop*, for the plaintiffs; *Norman Birkett*, K.C., and *J. A. Bell*, for the defendants.

Solicitors: *King-Hamilton & Green; Steadman, Van Praagh and Gaylor.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Adams *v.* Baldwin.

Lord Hewart, C.J., Humphreys and Singleton, JJ.
18th October, 1935.

London—Street—Motor Van fitted with Loudspeaker—Noisy Instrument—Advertisement of an Entertainment at a Theatre—Metropolitan Police Act, 1839 (2 & 3 Vict. c. 47), s. 54 (14).

Appeal against a decision of the magistrate sitting at South-Western Police Court.

An information was preferred against the appellant under s. 54 (14) of the Metropolitan Police Act, 1839, for that he aided and abetted in the unlawful use of a noisy instrument for the purpose of announcing an entertainment. The following facts were proved: the appellant was the owner of a motor van to the roof of which were fitted four loudspeakers. On the 9th October, 1934, the van was being driven along a public highway by one, Webb, the appellant being inside the van. The respondent, a police sergeant, heard a loud noise of speech coming from the loudspeakers. The only words he heard were "Balham Hippodrome." The noise, which the respondent heard for some seconds, could be heard at a distance of 200 yards. No evidence was called to prove that the noise was a nuisance to any person, caused any persons to collect near it, or was detrimental to the keeping of order in the highway. For the appellant it was contended (1) that there was no offence under the sub-section unless the noisy instrument was one causing a nuisance or annoyance, and (2) that the sub-section was intended to prevent the collecting of crowds in the street and did not make illegal the announcing of an entertainment occurring elsewhere, and at some other time. For the respondent it was contended (1) that the Act did not require proof of nuisance, and (2) that it was immaterial where the entertainment advertised took place. The magistrate convicted the appellant and inflicted a fine of 40s.

Lord Hewart, C.J., said that s. 54 (14) of the Act provided that "every person . . . who shall . . . use any . . . noisy instrument for the purpose of calling persons together, or of announcing any . . . entertainment, or for the purpose of hawking, selling, distributing or collecting any article whatsoever . . ." should be liable to a fine. In the face of that, the present appeal was hopeless. The magistrate had been perfectly entitled to come to the conclusion to which he had come. The statute was as plain as it could be, and the appeal must be dismissed.

Counsel: *Anthony Marlowe*, for the appellant; *Vernon Gattie*, for the respondent.

Solicitors: *Theodore Goddard & Co.*; *Wontner & Sons.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Grein *v.* Imperial Airways Ltd.

Lewis, J. 25th, 26th, 29th, 30th, 31st July, 10th, 11th, 14th and 23rd October, 1935.

Carriage by Air—Return Ticket from London to Brussels — Whether Journey an International Carriage—Carriage by Air Act, 1932 (22 & 23 Geo. 5, c. 36), First Schedule, Convention, Art. 1 (1) (2).

The plaintiff, on behalf of herself and her daughter, claimed damages under Lord Campbell's Act from the defendants in respect of the death of her husband, Louis John Herman Grein. On 30th December, 1933, Mr. Grein was travelling from Brussels to London in an aeroplane called the "Apollo" belonging to the defendants, when the machine came into collision with a wireless mast at Ruysselede in Belgium and was wrecked, Mr. Grein being killed. He had previously travelled to Belgium by one of the defendants' aeroplanes, having in London purchased a return ticket in respect of the double journey. On the facts, his lordship found that the pilot had, in view of the weather conditions which were prevailing at the time, been guilty of negligence in continuing the journey instead of turning back to Brussels. Mr. Grein therefore met his death through the negligence of the defendants, and he would accordingly himself have had a cause of action if he had not died. *Cur. adv. vult.*

Lewis, J., in a written judgment, after reviewing the facts fully, said that it had also been contended by the defendants that the Carriage by Air Act, 1932, applied to this case, because the journey in question had been an international carriage within the meaning of that Act. If the Act did apply, the plaintiff's rights were governed by the convention set out in the schedule to the Act, in which case the right to proceed under Lord Campbell's Act was replaced by the rights given by the convention, and the damages were, in the absence of any special contract, limited by Art. 22 (1) of the convention to 125,000 francs. By Art. 1 (1), the convention applied to all international carriage of persons by aircraft for reward. Article 1 (2) provided, in effect, that "international carriage" meant, *inter alia*, any carriage in which, according to the contract between the parties, the points of departure and destination were situated within the territory of a single country which was a party to the convention, provided that there was an agreed stopping place within a territory subject to the authority of another Power, even if that Power were not itself a party to the convention. Great Britain was, but Belgium was not, a party to the convention. The deceased had paid £6 8s. for his return ticket, which was available for fifteen days. The single fare was £4. Both portions of the ticket had been issued in london. In fact two separate tickets had been issued, each being marked with its respective fare. If the deceased had decided not to make the return flight, he would have been entitled to a refund of £2 8s. For the defendants it had been contended that the journey was one journey, beginning and ending in England, with an agreed stopping-place in Brussels. In his (his lordship's) opinion, the words of Art. 1 (2) were not apt to describe a return journey such as that made in this case. There were two carriages, one from London to Brussels and the other from Brussels to London. The carriage during which the deceased had lost his life was accordingly one having a point of departure which was not within the territory of a party to the convention and a destination which was within such a territory. It was not, therefore, an international carriage within the meaning of Art. 1 (2) of the convention. He (his lordship) accordingly awarded the plaintiff £4,000 damages (apportioned between herself and her daughter) under Lord Campbell's Act. In the event of its being held by a higher court that the Carriage by Air Act, 1932, did apply to the case, he fixed the damages at 120,000 francs.

Counsel: *T. J. O'Connor*, K.C., *Harold Murphy* and *Clive Burt*, for the plaintiffs; *A. T. Miller*, K.C., and *H. G. Robertson*, for the defendants.

Solicitors: *Wordsworth, Marr, Johnson & Shaw*; *Beaumont & Son.*

[Reported by R. C. Calburn, Esq., Barrister-at-Law.]

Nottingham County Council *v.* Middlesex County Council.

Lord Hewart, C.J., Humphreys and Singleton, JJ.
25th October, 1935.

Poor Law—Settlement—Acquisition of by Renting and Rating—Tenancy from Week to Week—Poor Law Act, 1930 (20 & 21 Geo. 5, c. 17), s. 89.

Appeal by way of case stated against an order of Middlesex justices, dated the 21st September, 1934, for the removal of a poor person, G. E. Morgan, from the County of Middlesex to that of Nottingham.

From the 14th March, 1932, to the 18th June, 1934, Morgan was the occupier of and lived in a tenement, consisting of a separate and distinct house, at Stapleford, Nottinghamshire. Morgan himself paid the rent, which was 18s. per week,

payable in advance, throughout the tenancy, which was one from week to week and terminable by either landlord or tenant by one week's notice. In addition, he paid the rates in respect of the house from the 10th March, 1932, to the 31st March, 1934. In September, 1934, Morgan became chargeable to the County of Middlesex. The grounds for the order for his removal to Nottinghamshire were that he had lived at Stapleford and other places in that county in such a manner as to be settled there by renting and rating. The grounds for the appeal against the order were that Morgan had not become so settled. Section 89 of the Poor Law Act, 1930, is as follows :— "If any person—(*a*) rents, and . . . occupies for a whole year, a tenement in any county . . . consisting of a separate . . . dwelling-house or building, or of land, . . . at a rent of not less than ten pounds ; and (*b*) himself pays the rent or at least ten pounds thereof ; and (*c*) . . . pays the general rate in respect of the tenement for one year ; and (*d*) resides in the county . . . for forty days, he shall thereby acquire a settlement in that county . . . ." The question for the court was whether Morgan's tenancy was such as under that section to give him a settlement in Nottinghamshire.

LORD HEWART, C.J., said it was clear that the appeal should succeed. The combined result of the Acts, which had been consolidated in the Poor Law Act of 1930, had been that, for the acquisition of a settlement by renting and rating a tenement, (1) the hiring should be for not less than the whole term of a year, and (2) there should be occupation for a like term by the person hiring. Those two conditions had clearly been put into s. 89 (*a*) of the Act of 1930. The words "at a rent of not less than ten pounds" referred back to "rents." Two conditions had, therefore, still to be fulfilled : to acquire a settlement the poor person must rent at a rent of not less than £10 and, by virtue of that renting, he must occupy for a whole year. It seemed to him (his lordship) that the words "rents . . . at a rent of not less than ten pounds" and "by virtue of the renting occupies' not "for twelve months" but "for a whole year," were quite conclusive. It had been said that one did not find at the end of the sentence the words "at a rent of not less than ten pounds for a year." But those words were to be collected from the previous expression "by virtue of the renting occupies for a whole year," followed, as it was, by the words "at a rent of not less than ten pounds." In his (his lordship's) opinion, it would be mere surplusage to say "occupies for a whole year at a rent of not less than ten pounds a year." There was no intention in this part of the Act of 1930 to alter the previously existing law and it could not be altered without plain words. The words of the section showed, on the contrary, that no alteration was intended.

HUMPHREYS and SINGLETON, JJ., agreed.

COUNSEL : *P. E. Sandlands*, K.C., and *H. W. Wightwick*, for the appellants ; *Vernon Gattie*, for the respondents.

SOLICITORS : *Sharpe, Pritchard & Co.*, agents for *K. Tweedale Meaby*, Clerk to the Nottinghamshire County Council ; *C. W. Radcliffe*.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Rose Bros. (Wigmore) Ltd. *v.* London and North Eastern Railway Company.

Goddard, J. 28th October, 1935.

CARRIAGE OF GOODS BY RAILWAY—PARCEL OF FURS—VALUE DECLARED BY CONSIGNOR—SPECIAL RATE PAID—PARCEL DELIVERED TO WRONG PERSON—RAILWAY COMPANY'S DUTY TO TAKE CARE.

On the 1st March, 1934, the plaintiffs received a telephone message, asking that a selection of mink coats be forwarded that day by the 1.40 p.m. train from King's Cross Station, addressed to the Arctic Fur Co., and marked "to be called for." The Arctic Fur Co. were a firm with whom the plaintiffs had previously had business relations. The plaintiffs' employee who took the parcel of mink coats to King's Cross Station informed an official that it contained furs, and insured it for the maximum permissible amount, £500, duly paying an extra charge of 5s. in addition to the 2s. 9d. carriage charges. The porter in charge of the parcels office at Bradford Station stated that a man called at the office during the afternoon of the 1st March, and, on being told that the parcel had not arrived, said that it would arrive either by the train arriving at 7.5 p.m. or by one arriving at 8.22 p.m. As the man knew all details about the expected parcel, the porter assumed that he was a representative of the consignees, and the parcel when it arrived at 7.5 p.m. was consequently handed to the man, who signed for it in the defendants' parcels book. In fact the Arctic Fur Co. had never ordered the furs, nor did they know anything about the telephone message of the 1st March. The plaintiffs accordingly brought this action against the railway company, claiming £500 damages for breach of contract, negligence and conversion.

GODDARD, J., said that it was remarkable that goods of such value should be sent by the plaintiffs merely as the result of a telephone call, without any steps being taken to verify the order. He (his lordship) had not to decide whether the plaintiffs had been negligent, because, even if they had, it would be quite impossible to hold that their negligent act had been the proximate cause of the loss. The proximate cause had been the act of the railway company in handing the goods to the wrong person. In his (his lordships') opinion, there was some duty on the defendants to see that the person calling for the goods had authority to collect them. Here, in order that the company should have liability for their safety, a special rate had been paid in respect of goods whose value had been declared as £500. Elaborate precautions were taken with regard to such goods while they were on the train and upon their transfer from one train to another during the journey. Once the goods had reached the parcels office at Bradford, no instructions had apparently been given to the porters as to special precautions. No more special precautions were taken with regard to insured parcels than was the case with uninsured parcels. The person who called for the furs had not been asked by the official in charge who he was or what authority he had. The parcel had in fact been handed over without enquiry. That was not consonant with due care. The goods were still in transit. If the defendants chose to accept for consignment goods which were to be called for at their offices, it was their duty to take precautions as to the authority of persons to whom the goods were handed. Accordingly there must be judgment for the plaintiffs for the sum claimed.

COUNSEL : *R. F. Levy*, for the plaintiffs ; *Cartwright Sharp*, K.C., and *S. Cope Morgan*, for the defendants.

SOLICITORS : *Hart-Leverton & Co. ; I. B. Pritchard.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

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Peacock *v.* Gyproc Products Limited	904
Powell Duffryn Steam Coal Company Limited *v.* Edwards and Others	860
Purfleet Urban District Council *v.* Minister of Health	838
Rose *v.* Ford	816
Sallis and Another *v.* Jones	880
Simon *v.* Simon and Others (Nurick and Another intervening)	861
Simpson, deceased, *Re* A. B.	861
Slater *v.* Spreag	657
Smart *v.* Lincolnshire Sugar Co. Ltd.	593
Stuart *v.* Haughley Parochial Church Council	559
Sylvester *v.* G. B. Chapman Ltd.	777
Timpson, Executors of Mrs. Katharine L. *v.* E. H. Yerbury (Inspector of Taxes)	522
Tynedale Steam Shipping Co. Ltd. *v.* Anglo-Soviet Shipping Co. Ltd.	523
Uttley *v.* Alfred J. Hooper & Co.	542
Valuation Roll of the London & North Eastern Railway Co., *In re*; and *In re* an Appeal by the Corporations of Newcastle-upon-Tyne and Gateshead	817
Vann *v.* Eatough	840
Weigall *v.* Westminster Hospital	560

The Law Society.

INTERMEDIATE EXAMINATION.

The following Candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 6th and 7th November, 1935. A Candidate is not obliged to take both parts of the Examination at the same time.

First Class.

Douglas Atkinson, Gordon Bone, Christopher Stewart Buckle, Ernest John Dennis Cave, Frank Charles Eaton, Guy Frederick Farr, Robert Seymour Forster, Lorna Joan Gibson, Edward Brooke Heap, B.A. Leeds, Alec Frederick Holloway, Arthur Lewenstein, B.A. London, Guy Meredith Myles Mathews, Arthur Pape, Robert Elwyn Turner, John Whitsed.

Passed.

Colin Oliver Adams, Thomas Norman Addison, Derek Charles Andrews, Fred Roper Appleby, B.A. Oxon, Stanley Wyatt Arnold, Harry Christopher Askew, Barnet Isidore Beckman, B.A. Oxon, B.A. London, Jack Fitzroy Waters Bennett, Alfred Hall Blackmore, Denis Henry Blunden, Douglas Frederick Bull, George Francis Clegg, Mordaunt Cohen, Howard Frederick James Cole, Arthur Bernard Crowther, Anthony d'Oyley Elliot Daunt, Robert George Davies, Kenneth Buckley Drennan, Stella Nora Druitt, Max David Engel, Albert Foster, Edward Joseph Gibbons, William Henry Goudie, Richard Grindal Gray, Mark Spencer Gunn, William James Hallett, Alfred John Harris, George Malcolm Hebblethwaite, Arthur Carleton Hetherington, Reginald Hill, John Gordon Hopton, B.A. Cantab., Charles Hughes, David Gray Jackson, Roy Jenkins, Sydney Lewis, Edward Charles Marsden, B.A. Cantab., William Shirley Munro, William James Nash, George Herbert Newton, Philip Niman, Colin Henry Oliver, John Henry Oliver, Harry Cuthbert Pearce, Bernard Abraham Perkoff, Alfred Laurence Polak, B.A. London, Martin Herbert Port, Leslie Arthur Cottrell Pratt, Alfred John Vincent Ramage, William Augustus Raper, Alfred Reed, George Richardson, Isaac Rosen, Louis Edwin Samuel, Jack David Scott, William Seddon, Michael Shawcross, John Gordon Shergold, Philip Arthur Simpson, Stephen Cuthbert Samuel Skene, Colin William Smettem, George South, Cyril James Shirley Stokes, Joseph Leslie Thorpe, Norman Henry Turner, Pierce Derek Warren, B.A. London, Fred Wheatley, Edith Williams, Percival Bernard Williamson, Cyril Wilson, Arthur Edmund Wodehouse, Pak Chuen Woo, Oliver Heighes Woodforde.

The following candidates have passed the Legal portion only: -

Francis Louis Abbot, Norman Keith Adams, Jack Alexander Allerton, Geoffrey Ambrose, John Trevor Middleton Appleby, George Alexander Arbuthnot, Christopher Davidson Baily, Arthur Colinwood Beard, B.A. Oxon, John Frederick Beaty, Alan Rutherford Bennett, James Arthur Berry, Angus Stevenson Binning, Thomas Colston Blagg, Sidney Block, Thomas George Bond, William Henry Booth, Harry Bowden, James Gordon Bradshaw, Cecil William Jessop Brown, Thomas Nadauld Nugent Brushfield, Godfrey Adolphus Burningham, Gilbert Herbert Stewart Butcher, Thomas John Cable, Lawrence Henderson Cartwright, Bernard Dudley Cattermole, Essex Trevelyan Channell, Donald Walter Trevelyan Clark, Eric Reeves Clark, Richard Clegg, William Ralph Cole, David John Coward, Albert Edward Cox, John Walton Cronin, Norman Ronald Aubrey Crowe, Leonard Allan Darke, Samuel Saunders Watson Penry Davey, William Daniel Davies, Francis Derek Deakin, B.A. Cantab., Frank Dean, Eric Sidney Diplock, John Sherwood Dodd, James Allan Drayton, Norman Clifton Halliday Dunbar, Logan Andrew Edgar, Peter Morse Comyn Edgington, Frederic Norman Shipley Edwards, George Edwards, Donald Ellis, Basil Horace Emms, Alan Lewis Evans, John Edward Broke Freeman, B.A. Cantab., Eric Patrick Fullbrook, Hugh Ian Gibson, Frank Gittins, Kenneth Selman Graham, John Stuart Hookham Grant, Maurice Campbell Green, Richard Lucian Grimsdell, B.A. Cantab., Geoffrey Herbert Hall, Richard Patrick Harding, Roland George Hugh Higgs, Edward Henry Hill, Edgar Heath Hiney, Philip Booth Hodgson, Charles Robert Eric Walford Hoffgaard, John Cory Holcombe, Ieuan Howard, B.A. Wales, M.A. Manchester, John Gerald Eckersley Hope, Herbert Hughes, Reginald Richard Meyric Hughes, Desmond Saville Hunter, James Edward Hunter, Harry Starkings Inwood, Alfred Norman James, William Lewis Joberns, Alan Hackett Jones, Neville Douglas Jones, Richard Martin Juanals, Leonard Kasler, Eric Saxon Kearsley, Gerald Austin Kemp, George Vicary Kenyon, Bertie Daniel Laddie, Horace William Langdale, Michael Charles Selfe Langdon, Peter Carden Layton, William Augustus Leach-Lewis, B.A. Cantab., John Morton Fothergill Lightly, B.A. Cantab., John Wilfred Thomas Lilley, B.A. Cantab., James Ashworth Lord, John Norton Lowe, Ronald Scott McAlpine, B.A. Cantab., Hugh John Mackin, Clive Victor MacSwiney, B.A. Cantab., Reginald Nichols Marcy, Roger Sydenham Marshall, John Grenville Meryon, George Henry Guy Monkhouse, Gerard Elliot Moule, Alfred Dennis Murfin, Albert Dilnot Brian Narizzano, Bernard Oberman, Reginald Hambleton Ormerod, Kenneth Osbourne, Massie Mayor Parker, Walter John Parry, Daisy Peake, B.A. London, James Henry Caswall Phelips, B.A. Oxon, Frank Coningsby Phœnix, Eric Jack Pitt, B.A. Cantab., John Ward Pounder, Edmund Onslow Powell, Denis Lewin Price, Mervyn Preece Prichard, Hugh Paul Ridgman Prisk, Stanley Llewelyn Prothero, William Edwin Reece, B.Sc. Durham, Charles Carlow Reid, B.A. Oxon, William Garth Roadknight, B.A. Oxon, David Fleming Roberts, Mark Morton Romney, B.A. London, Dawson Rothwell, Baden Redvers Round, Donald Hugh Sawday, Mervyn Sawyer, Richard Douglas Schuster, B.A. Oxon, Gordon Patrick Edwin Sealy, John Sephton, M.A. Liverpool, Alan John Shay, Peter Raymond Sheckell, Maurice Henry Sherley-Price, Kenneth Frederick Simpson, Leslie Patrick David Small, Edwin Cave Smith, Richard Brian Snowden, Lewis Joseph Neale Stainton, Frederick Gould Standfield, Anthony Frank Street, Douglas Scott Thomson, James Henderson Thomson, William Kenneth Graham Thurnall, Douglas Ramsay Tidy, Peter Scott Tucker, George Edward Twine, B.A. Cantab., Anthony John Bowyer Vaux, B.A. Oxon, Donald Trelawney Veall, Leslie Frank Viney, Agnes Margaret Wain, Cyril Randolph Ward, John Frederick Warren, B.A. Cantab., Kenneth Brabban Watson, Conrad Max White, Marjorie Mavis White, Christopher Wilkinson, David William Peter Williams, Arthur Thomas Wilson, Stanley Wise, Thomas Henry Guppy Wood, Waid Archer Wood, Sydney Charles Wooderson, Frank John Woodward, Ernest Hedley Wright, Harold Edwin Yates.

No. of candidates for law, 446. Passed, 250.

The following candidates have passed the Trust Accounts and Book-keeping portion only :—

Samuel Abel, B.A., LL.B. Leeds, Abraham Daniel Abrahamson, LL.B. Liverpool, Edward Anthony Adey, Richard Pestell Colville Agnew, B.A. Cantab., Frank Alsop, Harry Field Andrews, Montague Eric Appleby, Noel Joseph Apthorpe-Webb, B.A., LL.B. Cantab., Peter King Archibald, George Francis Ashford, B.A. Cantab., Anthony Ralph Attenborough, B.A. Oxon, John Ernest Aylett, Anthony Case Aylward, Paul Abbott Baillon, Sydney Roy Bainbridge, John Neame Baines, B.A. Oxon, Seymour Lindsay Baker, B.A. Cantab., Cyril Kenneth Barker, William Herbert Barnett, B.A. Cantab., John Henry Bartram, B.A., LL.B. Cantab., Gordon Edward Bateman, LL.B. London, Cyril Beach, Charles Beale, B.A. Cantab., Raymond Beale, John Alfred Bearder, B.A. Oxon, Geoffrey Lionel Willink Beardsley, Kenneth Beaumont, B.A., LL.B. Cantab., Hyman Bergin, Winifred Mabel Blanchard, Peter Maret Blandy, Cave Bradford, Vivien Anna Braune, LL.B. London, Derrick Edgar Bridges, Cedric Humphrey Briggs, Jack Brodie, LL.B. Leeds, Geoffrey James Brough, B.A., LL.B. Cantab., John Gordon Leonard Brown, B.A. Cantab., Leigh Kerfoot Brownson, Angus Martin Burnett-Stuart, B.A. Cantab., Godfrey Armstrong Caddick, B.A., LL.B. Cantab., Robert Claverley, Winsloe Bullard Clifford Campbell, B.A. Cantab., James Ward Cardwell, B.A., B.C.L. Oxon, Frank William Cartwright, LL.B. Manchester, Alfred Joseph David Cazes, B.A. Oxon, Rowland Clement Cheeseman, Alan Victor Cheshire, Peter John Bygrave Church, Jean Mary Clarke, LL.B. Sheffield, John Stanley Clarkson, George Laughton Clegg, Robert Francis Codrington, Edward John Cole, James Bradburn Collier, LL.B. Manchester, John Joseph Collins, Thomas Lawson Cook, B.A. Oxon, Cedric Cooper, B.A. Oxon, Reginald Astley Cope, Andrew Henry Row Copland, Roger Weston Corbett, Geoffrey Samuel Cornfield, Charles Lynton Cox, B.A. Cantab., James Henry Lewis Cox, William Fairlie Cross, B.A. Cantab., Charles Brian Crowther, Reginald Flint Davenport, John Davey, B.A. Cantab., Norris Gerald Davey, Adrian Graham David, B.A. Cantab., John Brydon Davidson, LL.B. London, Walter Leslie Denton, B.A. Cantab., John Graham Staveley Dick, LL.B. Manchester, George Callander Done, B.A. Oxon, John Moffat Barrington Dove, Francis Gerard Dromgoole, LL.B. Liverpool, Edmund Curtis Durham, Guy Francis de la Poer Elliot, B.A. Oxon, Harold Edward Entwhistle, James Eric Ferris, B.A. Cantab., John Philip Noonan Findley, David Fish, LL.B. Leeds, Grahame McDonald Garland, Robert Gibson-Fleming, B.A. Oxon, Reginald Edwin Gill, LL.B. London, David Stanley Glasbrook, James Haydon Wood Glen, LL.B. Durham, Raymond Henry Goddard, Julian Samson Goldstone, Eric Thomas Goldsworthy, B.A. Cantab., John Roy Gow, LL.B. Liverpool, Robert Edwin Gray, Geoffrey Carne Green, Russell Wallington Green, B.A. Cantab., Cyril John Jordan Grey, John Robert Haines, Abraham Hamwee, LL.B. Manchester, William Andrew Hardy, LL.B. Manchester, Geoffrey Berry Harker, B.A. Oxon, Frederick Irving Harris, John Charles Scott Harston, B.A. Oxon, Gerald Leicester Hartley, John Philip Lewis Haslam, John Ramsden Haslegrave, B.A., LL.B. Cantab., Frank Haynes, Joseph Helman, LL.B. London, Arthur Charles Hepburn, Arnold Hertzberg, Kenneth Hesketh Higson, B.A. Oxon, Thomas Atkinson Higson, B.A. Cantab., Peter Kenneth Hill, Edwin Douglas Hitchins, B.A. Cantab., John Holdron, William Skelton Holliday, Gilbert Edward Hollingsworth, Leslie Haselden Holroyde, George Frederick Cameron Homewood, Brian Harry Buxton Hopkin, LL.B. Leeds, Derek Moreton Hornby, Harker William Hornsby, B.A. Oxon, Francis Xavier Houghton, B.A. Oxon, John Gardiner Houldsworth, Alfred Alastair Parfitt Hunt, John Joseph Hurdidge, Alan Hyslop, Richard Marklew Iliff, B.A. Oxon, Thomas Forster Imeson, Evan Maitland James, B.A. Oxon, William Madeley James, B.A., LL.B. Cantab., David Beryl Jenkins, M.A. Cantab., Charles Eric Jobson, John Valentine Jolly, B.A., LL.B. Cantab., Edward Martin Furnival Jones, B.A. Cantab., George Frederick Kennedy, John de Rosier Kent, B.A. Oxon, Arthur Leslie King, David Ferguson King, Henry John Hey Lamb, B.A., LL.B. Cantab., Tudor Noble Lawrence, B.A. Oxon, David Philip Lawson, B.A. Oxon, Robert Clifford Ledger, B.A. Cantab., Arthur William Henry Charles Lloyd Lewis, Mabel Helen Lewis, William John Llewellin, LL.B. Wales, Adrian Hubert Lovegrove, Brian Shiers Lowe, B.A. Cantab., Coll Lorne MacDougall, John Macfadyen, Geoffrey Charles Molyneux Makin, B.A. Cantab., Solomon Manning, LL.B. Leeds, Frederick Charles Lovering Matthews, B.A. Oxon, Henry John Christopher Miles, B.A. Cantab., James Spencer Mills, LL.B. Manchester, Stuart Alan Milne, LL.B. Liverpool, Henry George Milner, B.A. Cantab., Thomas Sebastian Montgomery, LL.B. Liverpool, Richard Scard Morgan, Bernard Morris, LL.B. Leeds, Harold Moss, Duncan Mutch, LL.B. Manchester, Kenneth Frederick Bonniwell Nicholls, M.A. Cantab., John Swindale Nixon, Kenneth Anthony Oates, John Hugh Oldham, B.A. Cantab., James Owens, John Garrard Page, Alastair Meymott Vivian Panton, B.A. Cantab., Andrew Francis William Parsons, B.A. Oxon, Robert Owen Parsons, B.A. Oxon, Daniel Cyril Passmore, John Laurence Payne, B.A. Oxon, George Richard Summerland Pepler, B.A. Cantab., William David Picton, B.A. Oxon, Francis Eric Pilcher, Douglas Anthony Laurie Pile, B.A. Cantab., Frank William Chatham Pitt, Charles William Pletschette, Horace Plinston, LL.B. London, George Langwell Plum, John Peirson Powell, B.A. Cantab., Laurence Albert Pratt, LL.B. Liverpool, Hugh Graham Preston, B.A. Cantab., Philip Hurley Race, John Everard Bruce Rae, Edward John Reed, Joseph Leonard Reed, B.A. Cantab., William Richard Renshaw, John Cecil Richards, John Richard Vaughan Roberts, B.A. Cantab., William Osborne Rouston, B.A. Cantab., George Margetson Rushmore, B.A. Cantab., Benjamin Fasham Dill Russell, B.A. Cantab., Anthony Hayward Salamon, Denys Anthony Satterford, George Lester Sawday, B.A. Oxon, Noel Copeland Scragg, George Edward Carrington Seale, B.A. Oxon, Richard Bodington Serjeant, B.A. Cantab., Donald Shasha, Joseph Lewis Shaw, Herbert Reginald Shawcross, LL.B. Manchester, Francis George Shillitoe, Donald Fraser Sim, Alan Sitdown, Sydney Hyman Sive, Alan Frank Skinner, B.A. LL.B. Cantab., Billy Gerald Skinner, Charles Alfred Smallwood, Denis Walter Smith, Frederic Ernest Smith, Harry Noel Smith, B.A. Oxon, Ronald Thomas Fryer Smith, LL.B. Liverpool, Jack Leonard Ernest Smith-Wood, Peter Claude Sneath, Cyril Frederick Snow, Harold Percival Solomon, B.A. Oxon, Thomas Stanley South, B.A. Oxon, Joshua William Squire Sprigge, B.A., LL.B. Cantab., Eric William Spring, B.A., LL.B. Cantab., Allen Hutton Stafford, B.A. Cantab., Arthur John Joseph Steel, William Trevor Steele, Frank Nathaniel Steiner, B.A. Cantab., John Stanley Newcombe Stevens-Neck, Eric James Stiven, B.A., LL.B. Cantab., Francis John Frederick Stone, Eric Bracegirdle Stott, Anthony Ellis Stroud, B.A. Oxon, Maynard Stubley, Hubert Henri Michael Sugg, Harry Douglas Swales, William Smalley Taylor, B.A. Cantab., Stephen Terrell, Cecil Mark Thain, David Cyril Thomas, B.A. Oxon, David Gordon Thomas, LL.B. Wales, Ralph Harrison Thompson, B.A. London, John William Thomson, B.A. Cantab., Thomas William Tilbrook, Brian Edgell Toland, B.A. Oxon, Waltheof Edwin Shepperson Tooth, B.A. Oxon, Richard Peyton Townley, David Charles Humphery Townsend, B.A. Oxon, Edward Kenneth Truman, Douglas George Viney, George Charles Wade, Donald Frank Edward Walker, Robert Fulton Walker, B.A. LL.B. Cantab., Henry Charles Guy, Walmisley-Dresser, B.A. Cantab., Henry Roughley Warburton, Henry Gabriel Ware, B.A. Oxon, Jack Ringe Wareham, LL.B. London, Alfred Austin Webb, B.A. Oxon, Humphrey Norden Weber, Horace Edgar White, Eric William Boyce Whitehead, Lawrence John Wildman, Neville James Collier Williams, LL.B. Manchester, Reginald Samuel Glyn Williams, B.A., LL.B. Cantab., Theodore Willis, Andrew Wood, B.A. Cantab., Douglas Mowbray Woodward, James Osborn Barker Wraith, B.A., LL.B. Cantab., Eileen Gladys Wyatt, Keith Anthony Wyndham-Kaye, Robert Smithson Young, B.A. Oxon.

No. of Candidates for Trust Accounts and Book-keeping 537. Passed, 352.

Parliamentary News.

Progress of Bills.

House of Lords.

Government of India Act (Reprinting) Bill.
Read First Time. [3rd December.

Select Vestries Bill.
Read First Time. [3rd December.

Voluntary Hospitals (Paying Patients) Bill.
Read First Time. [3rd December.

House of Commons.

Dundee Corporation Order Confirmation Bill.
Read First Time. [4th December.

Edinburgh Corporation Order Confirmation Bill.
Read First Time. [4th December.

Expiring Laws Continuance Bill.
Read First Time. [4th December.

Outlawries Bill.
Read First Time. [3rd December.

Public Works Loans Bill.
Read First Time. [4th December.

Societies.

The Hardwicke Society.

The President, Mr. HENRY MAYERS, took the chair at a meeting held in the Middle Temple Common Room on the 22nd November for the purpose of receiving the new catalogue of the Library of Advocacy.

Mr. CAMPBELL LEE, presenting the catalogue, mentioned some of the special treasures of the Library, foremost being a complete collection of the State Trials in eighty-eight volumes, a memorial to J. B. Matthews, K.C., including a first edition, which was not to be found either at the British Museum or the Bodleian, and a book used by Dr. Lushington at the trial of Queen Caroline and kept under lock and key to prevent investigation by the servants of the House of Lords.

The PRESIDENT mentioned three donations since the preparation of the catalogue: a copy of the first (or second) edition of Raleigh's "History of the World" in its original boards; a first edition of "Coke on Littleton," and a complete series of the "Lives of the Judges"; and also a donation of fifty guineas from the Middle Temple for the purpose of purchasing new books.

Lord SANKEY confessed that this was his début at the Society and expressed his appreciation of the work of Mr. Campbell Lee on this unique library. The late Sir Marshall Hall had told him that he (Lord Sankey) was not an advocate and never would be—which was true. His line of business had been rather different from that of Marshall Hall. He had spent the greater part of his career trying to persuade five old gentlemen that an Act of Parliament did not mean what it said. He had, however, had one great triumph in the House of Lords: at the end of one prolonged argument four of the old gentlemen had been still awake. He paid a tribute to his very dear friend, J. B. Matthews, as a brilliant lawyer and the best-liked man of his time. He recalled an occasion when he had wanted a quotation and had asked J. B. Matthews if he knew it. "Yes," had been the reply, "I think I do. It is in the second number of the 'Law Quarterly Review' of 1860; I will send you round my copy this afternoon."

Sir DUNBAR PLUNKET BARTON, K.C., said that he represented Gray's Inn, whose librarian had solved the problem of keeping catalogues up to date and would be most happy to give any help possible to the librarian of the Hardwicke Society. He thought that invaluable help in indexing ought to have been obtained from Theo. Mathew, some of whose index entries had shocked him—for instance, "Irish lawyer, Noisy demeanour of," "Scottish lawyer, Thrifty habits of," "Promising equity junior, Bald head and ear-trumpet of," and "Common-law judge, Deep slumber of."

Professor R. S. T. CHORLEY, Trustee of the Library, paid a tribute to the work of the honorary librarians and feared that the younger generation was rather contemptuous of advocacy.

Sir DUNCAN KERLY said that he must have heard of the Hardwicke Society forty-five years ago, but had not been reminded of it until receiving this invitation. He thought that many distinguished and successful advocates had never read a book on advocacy; the great thing was to make the court believe that one had a good case and leave the rest to the judge.

Judge Sir ALFRED TOBIN expressed his pleasure and pride at being present as the oldest member of the Middle Temple and an ex-Treasurer. Mr. Campbell Lee, he said, held a great office, and great offices demanded good men. The great thing which united all present and was a lamp to light them on their way was loyalty to "Domus."

Judge CLEMENTS added his tribute to Mr. Campbell Lee, and recalled the generosity and kindliness of J. B. Matthews and Marshall Hall.

THE ADVOCATE AND HIS CRAFT.

The thanks of the honorary librarians was expressed by Mr. F. W. WALLACE, assistant librarian, and Mr. J. D. CASSELS, K.C., then proceeded to give an address on advocacy, tracing the path of the student towards success. The law, he said, was a particularly personal profession, and a barrister had to do everything himself and could delegate nothing. Barristers trusted each other and were trusted by the court. Clients had a faith in them which they had not in anyone else. Students therefore should cultivate a sense of honour and reflect on that great comradeship of the Bar which grew dearer and closer as the years went by. Only one thing would secure and keep a practice at the Bar, and that was fitness to do the work. The greatest discretion should be exercised in the selection of chambers and clerk, as that represented a milestone in the path of progress. While waiting for work, the young barrister should study the work of the courts and see how to deal with witnesses, how to create an atmosphere, and how to influence the jury. He should learn to know his library and how to find a point quickly and avoid citing a case which had been overruled. The conference was most important; a barrister should never complain to a solicitor in the presence of a client and should show some little sign of human nature and of human feeling when the client came in. In advising on evidence, what the solicitor wanted to know was who were the witnesses he should call and what they were to say. Briefs varied in thickness and in care of preparation, but were intended to be read.

In court, the days of blustering were gone and the successful barrister wormed himself into the ribs of an opposing witness with a nice bedside manner. The opening speech should be made from a note and should be a clear statement of the case. It was half the battle to get the court interested at this stage. Examination-in-chief should be made without constant reference to proofs; and cross-examination should be imaginative and never automatic. Its object was to bring home to the court that the witness was seeking to get as far from the truth as possible. Many a fallen idol had been put up on its feet again with a little careful re-examination; a note of the points should be made during cross-examination. The final speech was also important, and the Hardwicke Library provided a magnificent selection of studies for anyone who wished to be an advocate. It was the verdict that counted, and the day for great advocates was not finished. Finally, Mr. Cassels advised intending advocates to be warned that the law was a jealous mistress and demanded hard work; they should be careful not to have too many other interests.

A meeting of the Society was held on Friday, 29th November, at 8.15 p.m., in the Middle Temple Common Room, the President (Mr. T. H. Mayers) in the chair. Mr. J. Boyd-Carpenter moved: "That in the opinion of this House the Bar is no profession for a young gentleman." Mr. A. Newman Hall (Immediate Past President) opposed. There also spoke Mr. T. K. Wigan, Mr. Petrie, Mr. Douglas, Mrs. Ungoed Thomas, Mr. Oakes, Mr. A. L. Ungoed Thomas, Mr. Scholefield, Mr. Llewellyn Thomas, Mr. Roope, Mr. McNabb and Mr. Fearnehough. The hon. mover having replied, the House divided, and the motion was lost by three votes.

Law Association.

The usual monthly meeting of the directors was held on the 2nd December, Mr. Guy H. Cholmeley in the chair. The other directors present were: Mr. E. Evelyn Barron, Mr. Douglas T. Garrett, Mr. W. Alan Gillett, Mr. Ernest Goddard, Mr. G. D. Hugh-Jones, Mr. C. D. Medley, Mr. Frank S. Pritchard, Mr. J. E. W. Rider, Mr. John Venning and the secretary Mr. Andrew H. Morton. A sum of £123 15s. was voted in relief of deserving applicants, two new members were elected and other general business was transacted.

United Law Society.

A meeting of the United Law Society was held in the Middle Temple Common Room on Monday, the 25th November, at 7.45 p.m. Mr. F. R. McQuown proposed the motion: "That judgment should be given for the plaintiff in the following circumstances: Trickey, a motor garage proprietor, repaired a motor cycle combination for Trundler, assuring him on delivery that it was 'all right.' Trundler did not examine the machine closely as it seemed to be in good order, and drove off with a passenger in the sidecar. Soon, by reason of Trickey's bad workmanship, the sidecar became detached from the cycle and ran on to a common and towards Miss Dumpty, who jumped aside and was narrowly missed. By reason of the shock Miss Dumpty has taken to sleepwalking, has been reduced to a physical and nervous wreck and has lost her employment. Miss Dumpty brings an action against Trickey, alleging negligence." Mr. R. Isdell Carpenter opposed. Messrs. Hill, Menzies, Owens and Wood-Smith also spoke and the motion was put to the House and carried by one vote. There were twelve members present.

The Solicitors' Managing Clerks' Association.

MARRIED WOMEN AND LAW REFORM.

This Association held a meeting in Gray's Inn Hall on the 29th November with Mr. BERNARD CAMPION, K.C., Treasurer of the Inn, in the chair, and Mr. D. MAXWELL FYFE, K.C., M.P., delivered a lecture on "Recent Changes in the Law Affecting Married Women."

Mr. MAXWELL FYFE said that the reports of the Committee on Law Reform had given most useful statements of the

existing law on married women. The reforming Statute had suffered from the exigencies of Parliamentary time but had made important and necessary changes. The problems before the Legislature had been whether a husband should answer for his wife's torts and other liabilities, and whether a married woman's liability for damages in contract or tort or otherwise should be personal or proprietary. Originally at common law a married woman had had no legal existence, but equity had devised the idea of separate use, originally through trustees and then through its power over the person of her husband. Later it had devised the time-honoured instrument of restraint on anticipation, which, however, had not left her much power. The Married Women's Property Act, 1882, had created the idea of separate property held without the need of a settlement, but Parliament had approached the problem reluctantly and had not improved the wife's position. The Act had laid down that a husband need not be joined in an action against the wife, but judges had almost invariably taken the view that he could be joined if the opponents desired, and a majority of the House of Lords had so held in *Edwards* v. *Porter* [1925] A.C. 1, Lord Sumner remarking in his characteristic way that the Married Women's Property Act was not a married man's relief Act. The Committee on Law Reform had been antagonistic to restraint on anticipation, considering it a discreditable means of protecting income and holding that money subsequently acquired ought to be available to meet previous liabilities.

The changes made by the Law Reform (Married Women and Tortfeasors) Act, 1935, had been that a husband should no longer be liable to be sued or made responsible for his wife's ante-nuptial debts, contracts or torts, or for any wrong she did during marriage. The peculiar characteristics and consequences of the institution of a married woman's separate property were to be eliminated from the law, so that her ownership and enjoyment of property should be the same as that of an unmarried woman or a man. In her capacity to contract, her right to sue, her liability to be sued in civil proceedings—including her liability for costs—or to be made bankrupt, or to satisfy judgments against her, a married woman was to be in all respects in the same position as anyone else. In future settlements it would be illegal to create a restraint on anticipation. One definite limitation of the Statute was that a wife, as before, could only sue her husband for the protection and security of her own property, and the husband could not sue the wife at all. Presumably evidence of means would now be admissible against a wife who was a judgment debtor, and it might be that the creditor could obtain execution against any part of her household money which he could show to exceed the reasonable requirements of the home.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 26th November (Chairman, Mr. P. H. North-Lewis), the subject for debate was "That the foundations of national greatness are set in the homes of the people." Mr. R. J. A. Temple opened in the affirmative; Mr. Q. B. Hurst opened in the negative. The following members also spoke: Messrs. M. Foulis, R. W. Jackling, R. Langley Mitchell, Miss U. A. Hastie, Messrs. J. P. R. Oakes, A. P. Wilson, E. V. E. White, P. W. Jones, J. R. Campbell Carter and B. W. Main. The opener having replied, the motion was lost by six votes. There were seventeen members and two visitors present.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve that Mr. ALBERT RUSSELL, K.C., be appointed Solicitor-General for Scotland. Mr. Russell was admitted to the Faculty of Advocates in 1908, and took silk in 1931.

The King has been pleased to approve the appointment of the following to serve as Chief Justice and as Puisne Judges in the High Court of Judicature which is to be established at Nagpur, in the Central Provinces, India, in the near future: To be Chief Justice, Mr. Justice GILBERT STONE, at present Puisne Judge of the Madras High Court; To be Puisne Judges, Mr. FREDERICK LOUIS GRILLE, Indian Civil Service; Mr. M. BHAWANI SHANKAR NIYOGI; Mr. R. EVELYN POLLOCK, Indian Civil Service; Mr. HAROLD GEORGE GRUER, Indian Civil Service; and Mr. VIVIAN BOSE.

The Lord Chancellor has appointed LEONARD CLOUDESLEY HOLLOWAY, Esq., to be a Master of the Supreme Court of Judicature, Chancery Division, in the place of Master Ridsdale, deceased. Mr. Holloway was admitted a solicitor in 1909.

The Board of Trade have appointed Mr. W. A. MCKEARS, O.B.E., to be Registrar of Companies in succession to Mr. F. Greenwood, who has retired from the service. Mr. P. Martin has been appointed Assistant-Registrar of Companies in place of Mr. McKears. Mr. McKears succeeds Mr. Greenwood as Registrar of Business Names.

The Admiralty announces the appointment of Paymaster Capt. A. F. COOPER, as Deputy Judge Advocate of the Fleet from 17th December. He succeeds Paymaster Capt. J. Siddalls, who has held the post since February, 1933.

Mr. JAMES WHITEHEAD, K.C., has been appointed to succeed the late Mr. Edward Shortt, K.C., as Chairman of the Committee of Investigation for England, set up in accordance with the Agricultural Marketing Act, 1931.

Mr. GEORGE PARKER MORRIS, solicitor, Town Clerk of Westminster, has again been appointed Hon. Clerk to the Metropolitan Boroughs Standing Joint Committee. Mr. Morris was admitted a solicitor in 1919.

Mr. ARTHUR BROUGHTON, Senior Assistant Solicitor, Walsall, has been appointed Deputy Town Clerk of Blackburn. Mr. Broughton was admitted a solicitor in 1928.

Professional Announcements.

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SOLICITORS & GENERAL MORTGAGE & ESTATE AGENTS ASSOCIATION.—A link between Borrowers and Lenders, Vendors and Purchasers.—Apply, The Secretary, Reg. Office: 12, Craven Park, London, N.W.10.

Notes.

Sir Enoch Hill, president of the Halifax Building Society, has been elected president of the Chartered Institute of Secretaries.

Sir William J. Board, Town Clerk of Nottingham, has given notice that he intends to retire on 12th May, 1936. Sir William Board was admitted a solicitor in 1900.

With the object of protesting against the L.C.C. London Rating (Unoccupied Hereditaments) Bill a public meeting was held at the Memorial Hall, Farringdon Street, E.C., on Wednesday afternoon. Lord Chesham presided.

Sir Henry Curtis Bennett, K.C., presided at the forty-first annual dinner of the Metropolitan Police Courts Officials' Benevolent Society, held in the King's Hall, Holborn Restaurant, last Tuesday. The vice-chairman was Mr. St. John Hutchinson, K.C., Recorder of Hastings.

At the Bungay annual town dinner last Monday Mr. P. J. Sprake, Clerk of the urban district council and Town Clerk, was presented with a silver salver by members of the council to mark his completion of 25 years as officer to that body, which was formed in 1910. Mr. Sprake was admitted a solicitor in 1908.

On Friday, 29th November, Mr. Dane Alexander Gibson, solicitor, of Glasgow, was presented by the Lord Provost in the City Chambers, with the Royal Humane Society's bronze medal, awarded to him for saving the life of a girl who was in danger of drowning near the Harbour, Kingsbarns, Fife, on the 30th July.

The National Guarantee and Suretyship Association, Limited, of 17 Charlotte Square, Edinburgh, is now issuing a booklet to solicitors which presents a ready means of reference to intestate succession in England and Wales, Scotland, the Irish Free State, and Northern Ireland. It also contains a short glossary of Scottish legal terms.

The South Wales Circuit held a dinner at the Savoy Hotel last Saturday in honour of the appointment of Mr. Justice Lewis to be a Judge of the High Court, and of the appointments of Judge Clark Williams, K.C., and Judge Kirkhouse Jenkins, K.C., to be Judges of county courts. The leader of the Circuit, Mr. R. E. L. Vaughan Williams, K.C., presided.

A meeting of the Solicitors' Managing Clerks' Association will be held on Friday, 13th December, in the Old Hall, Lincoln's Inn, by kind permission of the Benchers, when Mr. F. Raymond Evershed, K.C., will deliver a lecture on "Duties and Liabilities of Directors." The chair will be taken at 7 o'clock precisely by The Hon. Mr. Justice Farwell.

In recognition of the honour of knighthood recently conferred on him, Sir William B. Thomson, D.L., a former Dean of the Hamilton Society of Solicitors, was on 29th November

entertained by the members of that Society to a complimentary dinner in the Masonic Hall, Hamilton. Mr. W. M. Marshall, Motherwell, Dean of the Hamilton Society of Solicitors, presided.

The second meeting of the 1935-36 Session of the Metropolitan and Southern Counties Students' Society of the Incorporated Association of Rating and Valuation Officers was held at the N.A.L.G.O. Offices, Westminster, on 21st November, under the chairmanship of Mr. L. Entwisle. The members were addressed by Mr. J. P. Eddy, Barrister-at-law, who gave a very interesting lecture on the "Law of Distress." The differences applying to the procedure in distress for rent and for rates, were very fully dealt with.

We have received a copy of the Journal of the National Savings Movement. Reference was made in these columns last year (78 SOL. J. 922) to the fact that the National Savings Committee, under the chairmanship of Lord Mottistone, had launched a scheme for minimising the losses of "share out" clubs. This scheme, which is specially designed to offer a good, sound basis of management to share-out clubs, was made possible by the understanding which exists between the Committee, the Post Office Savings Bank and the Trustee Savings Bank. The address of the National Savings Committee is Sanctuary Buildings, Great Smith Street, S.W.1.

The monthly meetings of the Lancashire and Cheshire Students' Society of the Incorporated Association of Rating and Valuation Officers, which were held at Liverpool and Manchester on the 12th and 18th November respectively, were well supported by the members, who listened with great interest to the lectures on "Valuation of Shop Properties," which were given by J. L. Postlethwaite, Esq., B.Eng., F.S.I., Liverpool, and T. G. Daniels, Esq., F.S.I., Assistant Valuation Officer, Manchester. Much useful information as to the methods to be adopted in the valuation for rating purposes of shop properties was obtained by members. The advantages and disadvantages of the zoning system were referred to during the course of the lectures.

An unusual case came before Guernsey Court last Saturday, says *The Times*, when the five jurats of the Court of Alderney appeared to show cause why they had refused to sign a contract for the sale of a strip of land by the War Department and Commissioners of Crown Lands to a quarrying company. Counsel for the jurats said that the land was formerly used for troop exercises, and Alderney people held that they had the right to use it for drying seaweed. The jurats felt that they could not sign away their rights and privileges. The Guernsey Procurer held that the jurats were simply attending officers and should have signed the document. If there was any grievance there could be recourse to law, with a possible appeal to the Guernsey Court. The jurats agreed to sign.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	GROUP I. MR. JUSTICE BENNETT. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
Dec. 9	Blaker	Andrews	Hicks Beach	*Jones
,, 10	More	Jones	Blaker	*Hicks Beach
,, 11	Hicks Beach	Ritchie	Jones	*Blaker
,, 12	Andrews	Blaker	Hicks Beach	*Jones
,, 13	Jones	More	Blaker	Hicks Beach
,, 14	Ritchie	Hicks Beach	Jones	Blaker
	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part II.	MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
Dec. 9	*Blaker	Andrews	*More	Ritchie
,, 10	Jones	*More	*Ritchie	Andrews
,, 11	*Hicks Beach	Ritchie	*Andrews	More
,, 12	Blaker	*Andrews	More	Ritchie
,, 13	*Jones	More	*Ritchie	Andrews
,, 14	Hicks Beach	Ritchie	Andrews	More

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 19th December, 1935.

	Div. Months.	Middle Price 4 Dec. 1935.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	116	3 9 0	2 19 3
Consols 2½%	JAJO	86½xd	2 17 10	—
War Loan 3½% 1952 or after	JD	106½	3 5 9	3 0 2
Funding 4% Loan 1960-90	MN	117½	3 8 1	2 19 4
Funding 3% Loan 1959-69	AO	103½	2 18 0	2 15 11
Victory 4% Loan Av. life 23 years	MS	116	3 9 0	3 0 5
Conversion 5% Loan 1944-64	MN	121	4 2 8	2 1 11
Conversion 4½% Loan 1940-44	JJ	111½	4 0 9	2 4 8
Conversion 3½% Loan 1961 or after	AO	108	3 4 10	3 0 9
Conversion 3% Loan 1948-53	MS	104¾	2 17 3	2 10 8
Conversion 2½% Loan 1944-49	AO	102	2 9 0	2 4 7
Local Loans 3% Stock 1912 or after	JAJO	96xd	3 2 6	—
Bank Stock	AO	370½	3 4 9	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	87½xd	3 2 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	96xd	3 2 6	—
India 4½% 1950-55	MN	114½	3 18 7	3 3 11
India 3½% 1931 or after	JAJO	97½xd	3 11 10	—
India 3% 1948 or after	JAJO	87xd	3 9 0	—
Sudan 4½% 1939-73 Av. life 27 years	FA	120	3 15 0	3 7 3
Sudan 4% 1974 Red. in part after 1950	MN	115½	3 9 3	2 14 7
Tanganyika 4% Guaranteed 1951-71	FA	115	3 9 7	2 15 4
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109xd	4 2 7	2 17 0
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108xd	3 14 1	3 8 10
*Australia (C'mm'nw'th) 3¾% 1948-53	JD	103	3 12 10	3 9 3
Canada 4% 1953-58	MS	111	3 12 1	3 3 8
*Natal 3% 1929-49	JJ	100xd	3 0 0	3 0 0
*New South Wales 3½% 1930-50	JJ	100xd	3 10 0	3 10 0
*New Zealand 3% 1945	AO	99	3 0 7	3 2 6
Nigeria 4% 1963	AO	112	3 11 5	3 6 9
*Queensland 3½% 1950-70	JJ	101xd	3 9 4	3 8 2
South Africa 3½% 1953-73	JD	106	3 6 0	3 0 11
*Victoria 3½% 1929-49	AO	101	3 9 4	—
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	95xd	3 3 2	—
*Croydon 3% 1940-60	AO	100	3 0 0	3 0 0
Essex County 3½% 1952-72	JD	104½xd	3 7 0	3 3 1
Leeds 3% 1927 or after	JJ	94	3 3 10	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	104xd	3 7 4	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	83½	2 19 11	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	96	3 2 6	—
Manchester 3% 1941 or after	FA	94	3 3 10	—
*Metropolitan Consd. 2½% 1920-49	MJSD	100	2 10 0	2 10 0
Metropolitan Water Board 3% "A" 1963-2003	AO	98	3 1 3	3 1 5
Do. do. 3% "B" 1934-2003	MS	98½	3 0 11	3 1 1
Do. do. 3% "E" 1953-73	JJ	101	2 19 5	2 18 8
†Middlesex County Council 4% 1952-72	MN	114	3 10 2	2 18 10
† Do. do. 4½% 1950-70	MN	116	3 17 7	3 2 11
Nottingham 3% Irredeemable	MN	95	3 3 2	—
Sheffield Corp. 3½% 1968	JJ	104	3 7 4	3 5 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	114	3 10 2	—
Gt. Western Rly. 4½% Debenture	JJ	124½	3 12 3	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	134½	3 14 4	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	132½	3 15 6	—
Gt. Western Rly. 5% Preference	MA	118½	4 4 5	—
Southern Rly. 4% Debenture	JJ	113xd	3 10 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	111¼xd	3 11 9	3 7 0
Southern Rly. 5% Guaranteed	MA	132½	3 15 6	—
Southern Rly. 5% Preference	MA	118	4 4 9	—

*Not available to Trustees over par. †Not available to Trustees over 115.
‡In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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